

FERC NGA GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

ETC TIGER PIPELINE, LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff  
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## **PRELIMINARY STATEMENT**

ETC TIGER PIPELINE, LLC ("TIGER" or "Transporter"), a subsidiary of Energy Transfer Partners, L.P. is a natural gas company primarily engaged in the business of transporting natural gas in the States of Texas and Louisiana.

The Currently Effective Rates, Rate Schedules, General Terms and Conditions, and Forms of Service Agreement applicable to the transportation services performed by TIGER are contained herein.

## System Map

The System map may be viewed and downloaded at the Internet Web site below.

<http://tigertransfer.energytransfer.com/ipost/TGR/maps/system-map>

## Currently Effective Rates

1. Rate Schedules FTS and ITS
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CURRENTLY EFFECTIVE RATES  
 FOR RATE SCHEDULES FTS AND ITS  
 (RATES PER DTH)

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	Maximum -----	Minimum -----	Fuel Reimbursement Percentage -----
<b>Rate Schedule FTS</b>			
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Monthly Reservation	\$10.5825	\$0.0000	
Commodity (1)	\$ 0.0055	\$0.0055	(2)
Authorized Overrun (1)	\$ 0.3534	\$0.0055	(2)
<b>Rate Schedule ITS</b>			
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Commodity (1)	\$ 0.3534	\$0.0055	(2)
Authorized Overrun (1)	\$ 0.3534	\$0.0055	(2)

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(1) Excludes ACA unit charge applicable to Shippers pursuant to Section 35 of the General Terms and Conditions.

(2) Base Shippers

Fuel Gas	0.57%
Lost and Unaccounted For Gas	0.01%
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Fuel Reimbursement Percentage	0.58%

Phase I Expansion Shippers

Fuel Gas	0.00%
Lost and Unaccounted For Gas	0.01%
	----
Fuel Reimbursement Percentage	0.01%

CURRENTLY EFFECTIVE RATES  
FOR RATE SCHEDULE PALS  
(RATES PER DTH)

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	Rates Per Dth	
	Maximum	Minimum
<hr/>		
PALS - Interruptible Park and Loan Service		
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Daily Access Rate	\$0.3534	\$0.0055
Authorized Overrun	\$0.3534	\$0.0055

RESERVED

RESERVED

RESERVED

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Contract MDQ (Dth/d)	Primary Receipt Point(s)	Primary Delivery Point(s)	Term
BP Energy Company	300616	FTS	(1)	(2)	(3)	(4)	(5)
CIMA Energy, LP	300759	FTS	(6)	(7)	(8)	(9)	(10)

These negotiated rate agreements do not deviate in any material respect from the applicable form of service agreement set forth in this Tariff.

(1) Reservation Rate: \$0.1000/Dth of Contract MDQ

(2) 352,951 Dth/d – March 1, 2024 through December 31, 2026

(3) Primary Receipt Point(s):

During the Period: March 1, 2024 through March 31, 2024		
78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	62,951 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	260,000 MDQ (Dth/d)
78528	Mansfield	0 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)
During the Period: April 1, 2024 through December 31, 2024		
78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	62,951 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	260,000 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)
During the Period: January 1, 2025 through March 31, 2025		
78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	62,951 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	260,000 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)

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During the Period: April 1, 2025 through April 30, 2025

78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	62,951 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	260,000 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)

During the Period May 1, 2025 through December 31, 2025

78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	100,000 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	222,951 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)

During the Period January 1, 2026 through December 31, 2026

78530	Springridge	5,000 MDQ (Dth/d)
79025	Kinderhawk North Holly I/C	100,000 MDQ (Dth/d)
79024	Kinderhawk Plantation I/C	222,951 MDQ (Dth/d)
78554	Exco/Holly	25,000 MDQ (Dth/d)

Secondary Receipt Point(s): All existing secondary receipt points.

(4) Primary Delivery Point(s): During the Period: March 1, 2024 through December 31, 2026

78541	Trunkline Gas Pipeline	352,951 MDQ (Dth/d)
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Secondary Delivery Point(s): All existing secondary delivery points.

(5) Term: March 1, 2024 through December 31, 2026

(6) Base Reservation Rate: \$0.3479/Dth of Contract MDQ

Negotiated Commodity Rate and Negotiated Fuel Reimbursement: Shipper shall pay the applicable maximum Commodity Rate and Fuel Reimbursement under Tiger's FERC Gas Tariff. Additionally, Shipper shall pay the applicable maximum Usage Rate and Fuel Reimbursement under Trunkline Gas Company, LLC's FERC Gas Tariff, as such rates are assessed to TIGER including any surcharges, which rates may change from time to time, but currently are \$0.0093 and 1.11%, respectively.

(7) 10,000 Dth/d – April 1, 2024 through October 31, 2024

(8) Primary Receipt Point(s): 78554 Exco/Holly 10,000 MDQ (Dth/d)

Secondary Receipt Point(s): All existing secondary receipt points.

(9) Primary Delivery Point(s): 100789 TGC Ragley Exchange – Transco 10,000 MDQ (Dth/d)

Subject to available capacity, Shipper may amend the Primary Delivery Point to Trunkline Gas Pipeline (POI 78541) at the Negotiated Rate.

Secondary Delivery Points(s): All existing secondary delivery points.

(10) Term: April 1, 2024 through October 31, 2024

## **RATE SCHEDULES**

1. Rate Schedule FTS
2. Rate Schedule ITS
3. Rate Schedule PALS

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## RATE SCHEDULE FTS

### 1. AVAILABILITY

1.1 This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to ETC TIGER PIPELINE, LLC (hereinafter called TIGER) a valid request as defined in Section 3 hereof as to which TIGER has firm capacity available on all affected portions of its System and the firm operational capability to satisfy; (b) is awarded capacity consistent with the provisions of the Tariff; and (c) executes a Firm Transportation Service Agreement (FTS Agreement) with TIGER applicable to service under this Rate Schedule FTS.

1.2 If the transportation service is to be provided under one FTS Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter such Principals and agent are individually and collectively referred to as Customers), Customers shall provide notice of such to TIGER and shall also provide sufficient information to verify: (a) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 21 of the General Terms and Conditions; (b) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the FTS Agreement; and (c) that the Customers agree that they shall be treated collectively as one Shipper for purposes of creditworthiness and for nomination, allocation and billing purposes.

1.3 The form of FTS Agreement is contained in this Tariff. There is no limitation on the number of FTS Agreements any one Shipper may have.

### 2. APPLICABILITY, DEFAULTS AND CHARACTER OF SERVICE

2.1 The transportation service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTS shall apply to all Gas transported by TIGER for Shipper pursuant to an FTS Agreement. Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in the applicable provisions of this Tariff. As more fully set out in the General Terms and Conditions of this Tariff, TIGER is not providing a supply service under this Rate Schedule.

2.2 TIGER shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of TIGER's System or the quality of service and if the waiver is provided on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by TIGER shall be made available to all similarly situated Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by TIGER of Gas tendered by Shipper or for Shipper's account for transportation at Receipt Points specified in or applicable to the

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FTS Agreement, the transportation of that Gas through TIGER's pipeline System, and the delivery of that Gas by TIGER to Shipper or for Shipper's account at the Delivery Points specified in or applicable to the FTS Agreement. TIGER shall not be required to accept Gas tendered in excess of the Maximum Daily Quantity (MDQ), plus applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas, specified in the FTS Agreement for each Receipt Point or Delivery Point or for the aggregate of all primary Receipt Points or Delivery Points except as provided in Section 8 of this Rate Schedule FTS. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party except in accordance with Section 33 of the General Terms and Conditions of this Tariff, or transportation of liquids.

2.4 Shipper shall only tender Gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to TIGER certification including sufficient information in order for TIGER to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering Gas for transportation.

2.5 Awarding and allocation of capacity and scheduling and curtailment are all governed by the General Terms and Conditions of this Tariff.

2.6 Shipper may release capacity dedicated to service under Shipper's FTS Agreement(s) hereunder pursuant to TIGER's Capacity Release Program to the extent permitted by, and subject to the terms and conditions contained in, the General Terms and Conditions of this Tariff.

### 3. VALID REQUESTS

3.1 A request for service under this Rate Schedule FTS shall be valid as of the date received if it complies with this Section 3.1 and contains adequate information on all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:

(a) A request shall not be valid and TIGER shall not be required to grant any such request: (1) for which adequate capacity is not available on any portion of TIGER's System necessary to provide such service; (2) as to which TIGER does not have the operational capability to effect receipt, transportation and/or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule FTS; (3) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that TIGER may agree on a basis not unduly discriminatory to construct, modify, expand, or acquire facilities to enable it to perform such services; (4) unless and until Shipper has provided TIGER with the information required in Section 3.2 hereof; (5) if TIGER determines, based on the credit analysis referenced in Section 3.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service

provided hereunder will be paid for on a timely basis; (6) if the service requested would not comply with this Rate Schedule FTS; or (7) if the service requested is at less than the applicable maximum rate; provided, however, that TIGER may agree to provide service hereunder at a discount or at a Negotiated Rate, consistent with this Rate Schedule FTS and the applicable General Terms and Conditions of this Tariff. Nothing herein is intended to govern the scheduling or curtailment of service once a request for service has been granted pursuant to this Section and while an FTS Agreement is in effect. Such scheduling and/or curtailment are governed by the General Terms and Conditions of this Tariff.

(b) Any request must be complete and comply with this Rate Schedule FTS. TIGER shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of capacity or System capability or if the request is incomplete or does not comply with this Rate Schedule FTS. If a request is not complete, TIGER shall inform Shipper of the specific items needed to complete the FTS Agreement, after which Shipper shall have one (1) Business Day to provide the specified information. In the event such information is not received by TIGER within one (1) Business Day, Shipper's request shall be null and void.

(c) TIGER shall tender an FTS Agreement to Shipper for execution when Shipper's request for service is accepted. Shipper is obligated to execute an FTS Agreement hereunder within ten (10) days after an FTS Agreement has been tendered by TIGER for execution in response to a valid request; provided, however, that TIGER will waive this time period if the delay is not unreasonable.

3.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via TIGER's Interactive Website or in writing to:

ETC Tiger Pipeline, LLC  
Attn: Market Services  
1300 Main Street  
Houston, Texas 77002  
Fax Number: (713) 989-1203

The information required for a valid request shall be as follows:

(a) **GAS QUANTITIES**

The request shall specify in Dth the MDQ for the FTS Agreement and the Point MDQ for each primary Receipt Point and Delivery Point under the FTS Agreement, exclusive of applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas; provided, however, that TIGER shall not be obligated to accept requests for an MDQ of less than one hundred (100) Dth per Day. A Shipper shall include in its request, in addition to its MDQ, a quantity of Gas adequate to provide any applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas.

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(b) RECEIPT POINT(S)

The request shall specify the primary Point(s) at which Shipper desires TIGER to receive Gas and the Point MDQ for each such Point, which specification must be consistent with this Tariff.

(c) DELIVERY POINT(S)

The request shall specify the primary Point(s) at which Shipper desires TIGER to deliver Gas and the Point MDQ for each such Point, which specification must be consistent with this Tariff.

(d) LIMITATION OF POINTS

A Shipper may request any number of primary Receipt and primary Delivery Points so long as the summation of the Point MDQs at all primary Receipt Points and at all primary Delivery Points equals the MDQ for the FTS Agreement, and the request is consistent with the General Terms and Conditions of this Tariff.

(e) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence; and
- (2) The date service is requested to terminate.

(f) CREDIT

Acceptance of a request is contingent upon an evaluation of credit by TIGER in accordance with Section 12 of the General Terms and Conditions of this Tariff.

(g) COMPLIANCE WITH FTS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule FTS, including the applicable General Terms and Conditions.

(h) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for service under an executed FTS Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with TIGER; and

(2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, a marketer, or some other entity.

#### 4. TERM

(a) The term of service hereunder shall be set forth in the FTS Agreement between Shipper and TIGER.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis-a-vis an FTS Agreement. Upon termination of any FTS Agreement, and subject to any such rollover or right of first refusal, service by TIGER to Shipper thereunder shall be terminated and automatically abandoned.

#### 5. RATES

5.1 (a) Shipper shall pay TIGER each Month under this Rate Schedule FTS a charge as set out in this Tariff consisting of: (i) a Reservation Charge, based on Shipper's MDQ and the Shipper's Reservation Rate; and (ii) a Commodity Charge for each Dth of Gas transported.

(b) Shipper shall also pay, where applicable, other charges provided for in this Tariff, including but not limited to Balancing Service Charges.

(c) Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 30 of the General Terms and Conditions of this Tariff.

5.2 Shipper shall reimburse TIGER for Fuel Gas and for Lost and Unaccounted For Gas as provided by Section 36 of the General Terms and Conditions of this Tariff. Separate charges are set for Fuel Gas and for Lost and Unaccounted For Gas for all quantities transported. In addition, a separate incremental Booster Compression Fuel charge shall be set forth for individually identified point(s) where Booster Compression applies as approved by the Commission. Such charges are determined pursuant to Section 36 of the General Terms and Conditions. TIGER and a Shipper may agree to a different Fuel Gas charge pursuant to Section 30 of the General Terms and Conditions of this Tariff relating to Negotiated Rates.

5.3 (a) Unless otherwise agreed by contract, Shipper shall reimburse TIGER within thirty (30) days after costs have been incurred by TIGER for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) Unless otherwise agreed by contract, if TIGER constructs, acquires or

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modifies any facilities to perform service hereunder at the request of a specific Shipper, then, to the extent provided in Section 5 of the General Terms and Conditions of this Tariff and to the extent set forth in a separate agreement between the requesting Shipper and TIGER, either:

- (1) the requesting Shipper shall reimburse TIGER for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or
- (2) TIGER shall assess a monthly charge to the requesting Shipper reflecting such facility costs.

5.4 The ACA surcharge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities transported by TIGER for Shipper under this Rate Schedule FTS.

5.5 (a) Unless otherwise provided by contract, TIGER shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTS, including the applicable General Terms and Conditions and Form of Service Agreement.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits TIGER to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall be increased to the highest such rate unless the FTS Agreement or a separate discount or Negotiated Rate agreement provides that the rate established in such an agreement shall not be subject to such modification or increase. Should additional documentation be required in order for TIGER to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by TIGER. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires TIGER to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate except as otherwise agreed under Section 5.1(b) of this Rate Schedule and Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements).

5.6 TIGER may, consistent with any provisions on discounting in the FTS Agreement or in a separate discount or Negotiated Rate agreement, charge any individual Shipper for service under this Rate Schedule FTS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule FTS set forth in this Tariff except as otherwise provided in Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements). TIGER shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

5.7 All revenues collected by TIGER as a result of providing service under Rate Schedule FTS shall be retained by TIGER unless TIGER has otherwise explicitly agreed on or the Commission has required a different disposition of such amounts. The Penalty Revenue (Section

9.3) provision of the General Terms and Conditions of this Tariff represents an agreement by TIGER on a different disposition of certain revenue.

5.8 TIGER shall perform exchanges and backhauls hereunder to the extent firm capacity is available. Exchanges and backhauls shall be subject to the maximum and minimum rates under this Rate Schedule. For backhauls and exchanges in the instances where no Fuel Gas is utilized, no Fuel Gas need be charged to Shipper.

## 6. NOMINATIONS AND IMBALANCES

(a) Shipper shall provide TIGER with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to TIGER at Receipt Point(s), and to cause Gas to be taken from TIGER at Delivery Point(s), in accordance with the information supplied to TIGER.

(b) TIGER will enter into Operational Balancing Agreements (OBAs) (as defined in the General Terms and Conditions of this Tariff) at Receipt Points and/or Delivery Points, in accordance with Section 6.11 of the General Terms and Conditions of this Tariff. Where imbalances are beyond the parameters in an OBA or an OBA is not applicable, however, it shall be Shipper's responsibility to keep receipts and deliveries in balance. TIGER may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance and to the extent consistent with Section 10 of the General Terms and Conditions of this Tariff.

## 7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(b) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to TIGER hereunder; and (2) at or downstream of the Delivery Point(s) where TIGER delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule FTS and must be coordinated with TIGER.

## 8. AUTHORIZED AND UNAUTHORIZED OVERRUN SERVICE

(a) Upon request of Shipper, TIGER shall if capacity is available, receive, transport, and deliver on any Day quantities of Gas in excess of Shipper's MDQ and/or Point MDQ under the FTS Agreement when the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of TIGER to meet its other obligations of higher priority. In granting requests for Authorized Overrun Service, TIGER shall act in a manner consistent with the service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay TIGER the applicable rate for Authorized Overrun Service set forth in this Tariff.

(b) For Unauthorized Overrun Service, Shipper shall pay TIGER the charges for Unauthorized Overrun Service set out in Section 9.2 of the General Terms and Conditions of this Tariff.

## 9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS and shall apply to service rendered hereunder as though stated herein.

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## RATE SCHEDULE ITS

### 1. AVAILABILITY

1.1 This Rate Schedule ITS is available to any entity (hereinafter called Shipper) which: (a) submits to ETC TIGER PIPELINE, LLC (hereinafter called TIGER) a valid request as defined in Section 3 hereof; and (b) executes an Interruptible Transportation Service Agreement (ITS Agreement) with TIGER applicable to service under this Rate Schedule ITS.

1.2 If the transportation service is to be provided under one ITS Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter such Principals and agent are individually and collectively referred to as Customers), Customers shall provide notice of such to TIGER and shall also provide sufficient information to verify: (a) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 21 of the General Terms and Conditions; (b) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the ITS Agreement; and (c) that the Customers agree that they shall be treated collectively as one Shipper for purposes of creditworthiness and for nomination, allocation and billing purposes.

1.3 The form of ITS Agreement is contained in this Tariff. There is no limitation on the number of ITS Agreements any one Shipper may have.

### 2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

2.1 This Rate Schedule ITS defines an interruptible transportation service. This Rate Schedule ITS shall apply to all Gas transported by TIGER for Shipper pursuant to an ITS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, TIGER is not providing a supply service under this Rate Schedule ITS.

2.2 TIGER shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of TIGER's System or the quality of service and if the waiver is provided on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by TIGER shall be made available to all similarly situated Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by TIGER of Gas from or for the account of Shipper at Receipt Point(s) under the ITS Agreement, the transportation of that Gas through TIGER's System, and the delivery of that Gas by TIGER to Shipper or for Shipper's account at Delivery Point(s) under the ITS Agreement. TIGER shall not be required: (a) to accept on any Day Gas tendered, or to deliver on any Day Gas requested, in excess of the Maximum Daily Quantity (MDQ), plus applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted

For Gas, specified in the ITS Agreement, except as provided in Section 8 of this Rate Schedule ITS; or (b) to accept or deliver on any Day Gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party, except in accordance with Section 33 of the General Terms and Conditions of this Tariff, or transportation of liquids.

2.4 The service provided under this Rate Schedule ITS shall be performed under Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule ITS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by TIGER under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to TIGER appropriate certification, including sufficient information in order for TIGER to verify that the service qualifies under Subpart B of Part 284 of the Commission's Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering Gas under an ITS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

2.5 Service hereunder is provided on an interruptible basis. Scheduling and curtailment are governed by the General Terms and Conditions of this Tariff.

### 3. VALID REQUESTS

3.1 A request for service under this Rate Schedule ITS shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:

(a) A request shall not be valid and TIGER shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that TIGER may agree on a basis not unduly discriminatory to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided TIGER with the information required in Section 3.2 hereof; (3) if TIGER determines, based on the credit analysis referenced in Section 3.2(d), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule ITS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that TIGER may agree to provide service hereunder at a discount or at a Negotiated Rate consistent with this Rate Schedule ITS and the applicable General Terms and Conditions of this Tariff. Nothing herein is intended to govern the scheduling or curtailment of service once a request for service has been granted pursuant to this Section and while an ITS Agreement is in effect. Such scheduling and/or curtailment are governed by the General Terms and Conditions of this Tariff.

(b) Any request must be complete and comply with this Rate Schedule ITS.

TIGER shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to any of the reasons set out in Section 3.1(a) or if the request is incomplete or does not comply with this Rate Schedule ITS. If a request is not complete, TIGER shall inform Shipper in writing of the specific items needed to complete the ITS Agreement, after which Shipper shall have one (1) Business Day to provide the specified information. In the event such information is not received by TIGER within one (1) Business Day, Shipper's request shall be null and void.

(c) TIGER shall tender an ITS Agreement to Shipper for execution when Shipper's request for service is accepted. Shipper is obligated to execute an ITS Agreement hereunder within ten (10) days after an ITS Agreement has been tendered by TIGER for execution in response to a valid request; provided, however, that TIGER may waive this time period if the delay is not unreasonable.

3.2 Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via TIGER's Interactive Website or in writing to:

ETC Tiger Pipeline, LLC  
Attn: Market Services  
1300 Main Street  
Houston, Texas 77002  
Fax Number: (713) 989-1203

The information required shall be as follows:

(a) GAS QUANTITIES

The request shall specify in Dth the MDQ, exclusive of applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas; provided, however, that TIGER shall not be obligated to accept requests for an MDQ of less than one hundred (100) Dth per Day. A Shipper shall include in its request, in addition to its MDQ, a quantity of Gas adequate to provide any applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas.

(b) AVAILABILITY OF POINTS

(1) A Shipper may utilize all available Receipt and Delivery Points on TIGER's System, under any ITS Agreement, as more fully set out in the General Terms and Conditions of this Tariff.

(2) The available quantity and priorities at any Point shall be governed by the General Terms and Conditions of this Tariff.

(c) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence, and
- (2) The date service is requested to terminate.

(d) CREDIT

Acceptance of a request is contingent upon an evaluation of credit by TIGER in accordance with the General Terms and Conditions of this Tariff.

(e) COMPLIANCE WITH ITS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule ITS, including the applicable General Terms and Conditions.

(f) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for transportation under an executed ITS Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with TIGER; and

- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, a marketer, or some other entity.

#### 4. TERM

(a) The term of service hereunder shall be set forth in the ITS Agreement between Shipper and TIGER, subject to any rollover rights consistent with Section 16 of the General Terms and Conditions of the Tariff. TIGER may terminate the ITS Agreement if Shipper fails to cause Gas to be delivered during any twelve (12) consecutive calendar Months when capacity is available, unless Shipper's failure to deliver Gas was attributable to circumstances of Force Majeure.

(b) Upon termination of any ITS Agreement, service by TIGER to Shipper thereunder shall be terminated and automatically abandoned unless otherwise provided by contract pursuant to Section 16 of the General Terms and Conditions of this Tariff.

#### 5. RATES

5.1 (a) Shipper shall pay TIGER each Month under this Rate Schedule ITS a Commodity Rate as set out in this Tariff for each Dth of Gas transported, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charges, as applicable, shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of Gas

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actually transported by TIGER for Shipper during the billing Month.

(b) Shipper shall also pay, where applicable, other charges set forth in this Tariff, including but not limited to Balancing Service Charges.

(c) Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 30 of the General Terms and Conditions of this Tariff.

5.2 Shipper shall reimburse TIGER for applicable Fuel Gas and for Lost and Unaccounted For Gas as provided by Section 36 of the General Terms and Conditions. Separate Fuel Gas and Lost and Unaccounted For Gas charges will be set for all quantities transported. In addition, a separate incremental Booster Compression Fuel charge is set forth for Point(s) where Booster Compression applies.

5.3 (a) Unless otherwise agreed by contract, Shipper shall reimburse TIGER within thirty (30) days after costs have been incurred by TIGER for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) Unless otherwise agreed by contract, if TIGER constructs, acquires or modifies any facilities (excluding Expansion Facilities) to perform service hereunder, then, to the extent provided in Section 5 of the General Terms and Conditions of this Tariff and pursuant to a separate agreement, either:

(1) Shipper shall reimburse TIGER for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or

(2) TIGER shall assess a Monthly charge reflecting such facility costs.

5.4 The ACA surcharge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities transported by TIGER for Shipper under this Rate Schedule ITS.

5.5 (a) Unless otherwise provided by contract, TIGER shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule ITS, including the applicable General Terms and Conditions and Form of Service Agreement.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits TIGER to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall be increased to the highest such rate unless the ITS Agreement or a separate discount or Negotiated Rate agreement provides that the rate established in such an agreement shall not be subject to such a modification or increase. Should additional documentation be required in order for TIGER to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by TIGER. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires TIGER to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate except as otherwise agreed under Section 5.1(b) of this Rate Schedule and Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements).

5.6 TIGER may, consistent with any provisions on discounting in the ITS Agreement or in a separate discount or Negotiated Rate agreement, charge any individual Shipper for service under this Rate Schedule ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff except as otherwise provided in Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements). TIGER shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

5.7 All revenues collected by TIGER as a result of providing service under Rate Schedule ITS shall be retained by TIGER unless TIGER has otherwise explicitly agreed on or the Commission has required a different disposition of such amounts. The Penalty Revenue (Section 9.3) provision in the General Terms and Conditions of this Tariff represents an agreement by TIGER on a different disposition of certain revenue.

5.8 TIGER shall perform exchanges and backhauls hereunder to the extent capacity is available. Exchanges and backhauls shall be subject to the maximum and minimum rates under this Rate Schedule. For backhauls and exchanges in the instances where no Fuel is utilized, no Fuel Gas need be charged to Shipper.

## 6. NOMINATIONS AND IMBALANCES

(a) Shipper shall provide TIGER with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to TIGER at Receipt Point(s), and to cause Gas to be taken from TIGER at Delivery Point(s), in accordance with the information supplied to TIGER.

(b) TIGER will enter into OBAs (as defined in the General Terms and Conditions of this Tariff) at Receipt Points and /or Delivery Points, in accordance with Section 6.11 of the General Terms and Conditions of this Tariff. Where imbalances are beyond the parameters in an OBA or where an OBA is not applicable, however, it shall be Shipper's responsibility to keep receipts and deliveries in balance. TIGER may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance and to the extent consistent with Section 10 of the General Terms and Conditions of this Tariff.

## 7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(b) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to TIGER hereunder; and (2) at or downstream of the Delivery Point(s) where TIGER delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule ITS and must be coordinated with TIGER.

## 8. AUTHORIZED AND UNAUTHORIZED OVERRUN SERVICE

(a) Upon request of Shipper, TIGER shall if capacity is available receive, transport, and deliver on any Day quantities of Gas in excess of Shipper's MDQ under the ITS Agreement when the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of TIGER to meet its other obligations of equal or higher priority. In granting requests for Authorized Overrun Service, TIGER shall act in a manner consistent with the service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay TIGER the applicable rate for Authorized Overrun Service set forth in this Tariff.

(b) For Unauthorized Overrun Service, Shipper shall pay TIGER the charges for Unauthorized Overrun Service set out in Section 9.2 of the General Terms and Conditions of this Tariff.

## 9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS and shall apply to service rendered hereunder as though stated herein.

## 1. AVAILABILITY

1.1 This Rate Schedule PALS is available for interruptible park and loan service to provide parks and loans of Gas for any entity (hereinafter called Shipper) which: (a) submits to ETC TIGER PIPELINE, LLC (hereinafter called TIGER) a valid request as defined in Section 3 hereof; and (b) executes an Interruptible Park and Loan Service Agreement (PALS Agreement) with TIGER applicable to service under this Rate Schedule PALS.

1.2 If the transportation service is to be provided under one PALS Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter such Principals and agent are individually and collectively referred to as Customers), Customers shall provide notice of such to TIGER and shall also provide sufficient information to verify: (a) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 21 of the General Terms and Conditions; (b) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the PALS Agreement; and (c) that the Customers agree that they shall be treated collectively as one Shipper for purposes of creditworthiness and for nomination, allocation and billing purposes.

1.3 The form of PALS Agreement is contained in this Tariff. With respect to any specific park and loan service under this Rate Schedule PALS, TIGER must have determined that it is operationally able to render such service; and Shipper and TIGER must have executed a Request Order for such service under a PALS Agreement.

## 2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

2.1 This Rate Schedule PALS defines an interruptible park and loan service. This Rate Schedule PALS shall apply to all Gas parked or loaned by TIGER for Shipper pursuant to a PALS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, TIGER is not providing a supply service under this Rate Schedule PALS.

2.2 (a) Service under this Rate Schedule shall be provided on an interruptible basis as follows:

(1) Park Service. Park service shall consist of TIGER's receipt of a quantity of Gas at the designated Receipt Point(s) and/or Pooling Point(s) on the designated date(s), requested by Shipper under a PALS Request Order and approved by TIGER, TIGER's holding of such parked quantity of Gas for Shipper's account and TIGER's redelivery of the parked quantity of Gas to Shipper at the designated Delivery Point(s) and/or Pooling Point(s) and on the designated date(s) set forth in such PALS Request Order. The designated Receipt and Delivery Point(s) must be the same for TIGER's receipt and redelivery of the parked quantity, subject to the provisions of Section 7 of Rate Schedule PALS and Section 6.12(g) of the General Terms and Conditions of this Tariff regarding the use of different points.

(2) Loan Service. Loan service shall consist of TIGER's lending a specified quantity of Gas, requested by Shipper and approved by TIGER, on the designated date(s) at designated Delivery Point(s) and/or Pooling Point(s) set forth in Shipper's PALS Request Order and the Shipper's redelivery of and TIGER's acceptance of such quantities of Gas for Shipper's account at the designated Receipt Point(s) and/or Pooling Point(s) on the designated date(s) set forth in such PALS Request Order. The designated Receipt and Delivery Point(s) must be the same for TIGER's delivery and the Shipper's redelivery of the borrowed quantity, subject to the provisions of Section 7 of Rate Schedule PALS and Section 6.12(g) of the General Terms and Conditions of this Tariff regarding the use of different points.

(b) Service under this Rate Schedule shall be provided for a minimum of a one (1) Day term and a maximum term as established by the mutual agreement of TIGER and the Shipper; provided, however, such term may be suspended or extended by TIGER at TIGER's sole discretion. The term of each Park or Loan arrangement with Shipper shall be set forth in the Request Order. The form of the Request Order is attached to the PALS Agreement executed between Shipper and TIGER.

(c) Transportation of Gas quantities for or on behalf of Shipper to or from the designated Point(s) of Service under the PALS Agreement will not be performed under this Rate Schedule. Shipper shall make any necessary arrangements with TIGER and/or third Parties to receive or deliver Gas quantities at the designated points for Park or Loan service hereunder. Such arrangements must be compatible with the operating conditions of TIGER's System.

(d) Service under this Rate Schedule shall be scheduled and confirmed consistent with the General Terms and Conditions of this Tariff.

2.3 The service provided under this Rate Schedule PALS shall be performed under Part 284 of the Commission's Regulations. Shipper shall only tender or receive Gas for service under this Rate Schedule PALS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by TIGER under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to TIGER appropriate certification, including sufficient information in order for TIGER to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall (prior to tendering or receiving Gas under a PALS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

2.4 TIGER shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of TIGER's System or the quality of service and if the waiver is provided on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by TIGER shall be made available to all similarly situated Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

### 3. REQUESTS FOR SERVICE

#### 3.1 VALID REQUEST

A request for service under this Rate Schedule PALS shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 3.2, subject to any necessary verification of such information and to the following:

(a) A request shall not be valid and TIGER shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that TIGER may agree on a basis not unduly discriminatory to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided TIGER with the information required in Section 3.2 hereof; (3) if TIGER determines, based on the credit analysis referenced in Section 3.2(c), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule PALS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that TIGER may agree to provide service hereunder at a discount or at a Negotiated Rate, consistent with this Rate Schedule PALS and the applicable General Terms and Conditions of this Tariff. Nothing herein is intended to govern the scheduling or curtailment of service once a request for service has been granted pursuant to this Section and while the PALS Agreement is in effect. Such scheduling and/or curtailment are governed by the General Terms and Conditions of this Tariff.

(b) Any request must be complete and comply with this Rate Schedule PALS. TIGER shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to any of the reasons set out in Section 3.1(a) or if the request is incomplete or does not comply with this Rate Schedule PALS. If a request is not complete, TIGER shall inform Shipper of the specific items needed to complete the PALS Agreement, after which Shipper shall have one (1) Business Day to provide the specified information. In the event such information is not received by TIGER within one (1) Business Day, Shipper's request shall be null and void.

(c) TIGER shall tender a PALS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by TIGER, a request for service shall be invalid if Shipper fails to execute a PALS Agreement hereunder within ten (10) days after the PALS Agreement has been tendered by TIGER for execution; provided, however, that TIGER shall waive this time requirement if the delay is not unreasonable.

#### 3.2 REQUIRED INFORMATION

Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via TIGER's Interactive Website or in writing to:

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ETC Tiger Pipeline, LLC  
Attn: Market Services  
1300 Main Street  
Houston, Texas 77002  
Fax Number: (713) 989-1203

(a) GAS QUANTITIES

The request shall specify in Dth the Maximum Aggregate Quantity (MAQ) and Maximum Daily Quantity (MDQ) of Gas to be parked and/or loaned, provided, however, that TIGER shall not be obligated to accept requests for an MDQ or MAQ of less than one hundred (100) Dth per Day.

(b) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence, and
- (2) The date service is requested to terminate.

(c) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by TIGER in accordance with the General Terms and Conditions of this Tariff.

(d) COMPLIANCE WITH TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule PALS, including the applicable General Terms and Conditions.

(e) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for transportation under an executed PALS Agreement is submitted, and when any subsequent changes occur:

- (1) Affiliation of the Shipper with TIGER; and
- (2) The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, a marketer, or some other entity.

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### 3.3 REQUEST ORDER

To implement a specific park and/or loan transaction, TIGER and the Shipper with a PALS Agreement in effect shall enter into a PALS Request Order. The PALS Request Order shall include the following items:

(a) SERVICE TYPE/PALS AGREEMENT

The PALS Request Order must specify that it relates to service under Rate Schedule PALS and must specify the PALS Agreement to which the PALS Request Order relates.

(b) GAS QUANTITIES

The PALS Request Order shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) of Gas to be parked and/or loaned under the specific transaction; provided that the sum of all MAQ ROs and MDQ ROs under all pending PALS Request Orders cannot exceed the MAQ and MDQ under the applicable PALS Agreement. The PALS Request Order shall specify the minimum daily and aggregate quantities and shall set out a park and/or loan schedule containing the quantity and timing information specified in this Rate Schedule.

(c) POINTS

The PALS Request Order shall specify the Point(s) at which Gas is to be parked or loaned. Any mutually agreeable Point(s) on TIGER's System, including Pooling Points, may be utilized for service under this Rate Schedule PALS. The Point for completion of the park or loan must be the same as the Point at which the park or loan was initiated, subject to the provisions of Section 7 of Rate Schedule PALS and Section 6.12(g) of the General Terms and Conditions of this Tariff regarding the use of different points.

(d) TERM OF SERVICE

The PALS Request Order shall specify:

- (1) The date service is to commence; and
- (2) The date service is to terminate.

The term may include a range of permitted commencement and termination dates for service under the PALS RO, or for any portion of such service. No termination date may extend beyond the term of the PALS Agreement.

(e) SHIPPER CONTACT PERSONNEL

The PALS Request Order shall specify the persons to be contacted by

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TIGER in connection with the PALS Request Order.

(f) RATES

The PALS Request Order shall specify the rates at which the park or loan service will be provided. Rates may vary by time period, quantities or other permissible discounting parameters.

(g) POSTED STANDARDIZED REQUEST ORDERS

In addition to reaching agreement with individual Shippers on the terms of specifically tailored Request Orders, TIGER may post the terms of Request Orders it is willing to enter into on a standardized basis with any creditworthy Shipper having quantities of Gas which can be received or delivered at specified Points identified in the posting. Such a standing posting shall specify all the terms of the Request Order and also the rights, if any, for TIGER to change the provisions of such a Request Order. Service pursuant to such a posting shall be optional on the part of any Shipper and requires the execution of a specific Request Order by TIGER and the Shipper in the form specified in the posting.

4. TERM

(a) The term of service hereunder shall be set forth in the PALS Agreement between Shipper and TIGER, subject to any rollover rights consistent with Section 16 of the General Terms and Conditions of the Tariff.

(b) Upon termination of any PALS Agreement, service by TIGER to Shipper thereunder shall be terminated and automatically abandoned unless otherwise provided by contract pursuant to Section 16 of the General Terms and Conditions of this Tariff.

(c) TIGER may terminate any PALS Agreement if TIGER is required by the FERC or some other agency or court to provide service for others utilizing the interruptible System capacity or capability required for service under such PALS Agreement.

5. RATES

5.1 (a) Unless otherwise mutually agreed by TIGER and Shipper, Shipper shall pay TIGER under this Rate Schedule PALS a Daily Access Rate multiplied by the total quantity of Gas either parked or loaned each Day for the account of Shipper during the Month. The maximum Daily Access Rate for each Day shall be the applicable maximum Daily Access Rate set out in this Tariff multiplied by the quantity of Gas parked or loaned in the aggregate (including any balances from previous days) for all Days for the duration of the service provided.

(b) Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed

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hereunder shall be governed by Section 30 of the General Terms and Conditions of this Tariff.

5.2 (a) Unless otherwise agreed by contract, Shipper shall reimburse TIGER within thirty (30) days after costs have been incurred by TIGER for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) Unless otherwise agreed by contract, if TIGER constructs, acquires or modifies any facilities to perform service hereunder, then, to the extent provided in Section 5 of the General Terms and Conditions of this Tariff and pursuant to a separate agreement, either:

(1) Shipper shall reimburse TIGER for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or

(2) TIGER shall assess a Monthly charge reflecting such facility costs.

5.3 (a) Unless otherwise provided by contract, TIGER shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule PALS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule PALS, including the applicable General Terms and Conditions and Form of Service Agreement.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits TIGER to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall be increased to the highest such rate unless the PALS Agreement or a separate discount or Negotiated Rate agreement provides that the rate established in such an agreement shall not be subject to such a modification or increase. Should additional documentation be required in order for TIGER to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by TIGER. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires TIGER to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate except as otherwise agreed under Section 5.1(b) of this Rate Schedule and Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements).

5.4 TIGER may, consistent with any provisions on discounting in the PALS Agreement or in a separate discount or Negotiated Rate agreement, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff except as otherwise provided in Section 30 of the General Terms and Conditions of this Tariff (as to Negotiated Rate agreements). TIGER shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

5.5 All revenues collected by TIGER as a result of providing service under Rate Schedule PALS shall be retained by TIGER unless TIGER has otherwise explicitly agreed on or the Commission has required a different disposition of such amounts. The Penalty Revenue (Section 9.3) provisions in the General Terms and Conditions of this Tariff represent an agreement by TIGER on a different disposition of certain revenue.

## 6. QUANTITY

Each PALS Request Order shall specify in Dth the MAQ and a daily schedule of the quantities (including the MDQ) to be parked and/or loaned under the specific transaction. The daily schedule of returned quantities by the Shipper or TIGER shall also be specified in the PALS Request Order. The quantities may be specified as a range of quantities (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified quantity and time limits. The schedule may provide for flexibility in total quantities and in the daily quantities parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or any portion thereof) and/or the timing of the completion of the park or loan (or any portion thereof) by the return of Gas to the Shipper or to TIGER, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS Request Order, the MDQ RO shall be the maximum quantity TIGER is obligated, on an interruptible basis, to receive from or deliver to Shipper under the PALS Request Order on the specified Day. The MAQ RO shall be the maximum aggregate quantity TIGER is obligated to hold or loan for the account of Shipper under the RO. The minimum aggregate and daily quantities to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS Request Order. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the MDQ or MAQ in the PALS Agreement or fails to comply with any quantity or timing parameter in the applicable PALS Request Order (unless such failure is due to TIGER not confirming a nomination properly submitted), it shall be subject to overrun charges.

## 7. PALS POINTS OF SERVICE

Subject to the scheduling and curtailment priorities contained in the General Terms and Conditions of this Tariff, TIGER will render service under this Rate Schedule at any Point(s) mutually agreeable to TIGER and Shipper, including Pooling Points. The Point(s) actually used in any park or loan service will be specified in a PALS Request Order. Gas parked or loaned at any Point must be returned at the same Point unless the parties agree on a different Point for the return and the Shipper separately contracts for any transportation on TIGER for delivery to such different Point of return.

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## 8. NOMINATIONS

It shall be solely Shipper's responsibility to provide TIGER with daily nominations of the quantity of Gas to be received or delivered at the Receipt or Delivery Point(s) within the parameters specified in the applicable PALS Request Order. Nominations for any day or for any nomination cycle must be consistent with the PALS Request Order. It shall also be Shipper's responsibility to cause Gas to be delivered to TIGER and to cause Gas to be received from TIGER in accordance with the PALS Request Order. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. If a nomination to reverse a park or loan is consistent with the PALS Request Order but cannot be confirmed by TIGER, the Shipper must continue to nominate on subsequent Days until TIGER can confirm the nomination, unless the parties agree on a revised PALS Request Order. Differences between confirmed nominations and allocated quantities are subject to Balancing Service Charges under Section 10.8 of the General Terms and Conditions of this Tariff. Overrun charges apply as specified in Section 9.2 of the General Terms and Conditions of this Tariff.

## 9. UPSTREAM AND DOWNSTREAM ARRANGEMENTS

Shipper shall make all necessary arrangements with upstream or downstream entities. Such arrangements must be consistent with this Rate Schedule PALS and must be coordinated with TIGER.

## 10. ALLOCATION OF SERVICE

Scheduling and curtailment of service hereunder in relation to other services provided by TIGER will be governed by the General Terms and Conditions of this Tariff.

## 11. OPERATIONAL REQUIREMENTS OF TIGER

(a) Shipper may be required, upon notification from TIGER, to cease or reduce deliveries to, or receipts from, TIGER hereunder within the Day consistent with TIGER's operating requirements. Further, Shipper may be required to return all or a portion of borrowed quantities or remove all or a portion of parked quantities upon notification by TIGER, up to Shipper's applicable MDQ RO. Such notification may be by written communication, facsimile, telephone or electronic means. TIGER's notification shall specify the time frame within which parked quantities shall be removed and/or borrowed quantities shall be returned, consistent with TIGER's operating conditions and subject to the scheduling and confirmation of such quantities, but in no event shall the specified time be sooner than the next calendar day after TIGER's notification.

(1) In the event that the specified time frame for removal or return of Gas quantities is the next calendar day, the time frame for required removal or return shall begin from the time that Shipper receives actual notice from TIGER. Notices provided after business hours for the next calendar day will be provided to Shipper via telephone and electronic means. In the event that Shipper makes a timely nomination in response to notification by TIGER to remove parked quantities and/or return borrowed quantities, the obligation of Shipper to comply with the notification shall begin when TIGER schedules the nomination; provided, however, Shipper shall exercise best efforts to nominate transportation service on a firm or interruptible basis, as necessary, to Receipt and Delivery Points made available by TIGER so as to accommodate, to the greatest extent possible TIGER's notification to remove parked quantities and/or return borrowed quantities.

(2) Unless otherwise agreed by Shipper and TIGER on a not unduly discriminatory basis:

(i) Any parked quantity not removed within the time frame specified by TIGER's notice shall be purchased by TIGER at 50% of the Average Weekly Index Price (AWIP) that includes the date on which TIGER's notice was given;

(ii) Any borrowed quantity not returned within the time frame specified by TIGER's notice shall be sold to Shipper at 150% of the AWIP for the day on which TIGER's notice was given.

(b) In the event parked quantities remain in TIGER's System and/or borrowed quantities have not been returned to TIGER's System at the expiration of any PALS Request Order executed by Shipper and TIGER, TIGER and Shipper may negotiate to mutually agree to an extended time frame and/or modified terms, including the rate, of such PALS Request Order. In the event that Shipper and TIGER are unable to come to such agreement, TIGER shall notify Shipper and Shipper shall remove the parked quantities and/or return the borrowed quantities within the time frame specified in TIGER's notice, which in no instance shall be less than one (1) calendar day. During a Critical Time, any parked quantities not removed within the time frame specified by TIGER's notice shall be purchased by TIGER at 50% of the AWIP. If, however, Shipper is unable to nominate quantities under the PALS Rate Schedule to remove such parked quantities due to an interruption on TIGER's System, TIGER shall waive the cash amount (i.e. purchase of Gas at 50% of the AWIP) for a term equal to the greater of: (i) five (5) business days; or (ii) the duration of the interruption. Any borrowed quantities not returned within the time frame specified by TIGER's notice shall be sold to Shipper at 150% of the AWIP.

During a non-Critical Time, any parked quantities not removed within the time frame specified by TIGER's notice shall be purchased at 65% of the AWIP. If, however, Shipper is unable to nominate quantities under the PALS Rate Schedule to remove such parked quantities due to an interruption on TIGER's System, TIGER shall waive the cash amount (i.e. purchase of Gas at 65% of the AWIP) for a term equal to the greater of: (i) five (5) business days; or (ii) the duration of the interruption. Any borrowed quantities not returned within the time frame specified by TIGER's notice shall be sold to Shipper at 135% of the AWIP.

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12. AUTHORIZED AND UNAUTHORIZED OVERRUN SERVICE

(a) Upon request of Shipper, TIGER shall if System capability is available accept nominations to park or loan on any Day quantities of Gas in excess of Shipper's MAQ and/or MDQ under the PALS Agreement and the related PALS Request Order when the capacity and operating capability of its System will permit such service without impairing the ability of TIGER to meet its other obligations of equal or higher priority. In granting requests for Authorized Overrun Service, TIGER shall act in a manner consistent with the service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay TIGER the applicable rate for Authorized Overrun Service set forth in this Tariff.

(b) For Unauthorized Overrun Service, Shipper shall pay TIGER the charges for Unauthorized Overrun Service set out in Section 9.2 of the General Terms and Conditions of this Tariff.

13. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PALS and shall apply to service rendered hereunder as though stated herein.

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## GENERAL TERMS & CONDITIONS

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37. Non-Conforming Agreements

## 1. DEFINITIONS

### AGREEMENT

"Agreement" shall mean an agreement subject to, as applicable, Rate Schedule FTS, ITS or PALS.

### ANCHOR SHIPPER

"Anchor Shipper" shall mean a Shipper holding an FTS Agreement utilized to support the initial certification of the System and entered into prior to the Commencement Date, under which such Shipper, unless otherwise mutually agreed by TIGER and such Shipper, holds at least 300,000 Dth/d of firm capacity for a minimum term of ten (10) years as a result of the terms of the precedent agreement pursuant to which the FTS Agreement was entered by TIGER and such Shipper.

### AUTHORIZED OVERRUN SERVICE

"Authorized Overrun Service" shall mean service provided when the quantities of Gas nominated and confirmed for transportation by Shipper on any Day are in excess of its currently effective MDQ, to the extent such quantities are scheduled under Section 6 of these General Terms and Conditions.

### AVERAGE MONTHLY INDEX PRICE (AMIP)

"Average Monthly Index Price" or "AMIP" for each calendar Month, shall be used for calculations under Section 36 of these General Terms and Conditions (relating to Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas respectively), and shall be the price published in Platts' monthly "Gas Daily Price Guide" in the table entitled "Midpoint Averages, (Month)" for the Carthage Hub (or the superseding reference if the publication titling is revised).

If the monthly index price for the above location is no longer published in Gas Daily, the equivalent monthly index price for the above-described location as reported in any other generally accepted available industry publication chosen by TIGER will be used to determine the AMIP.

In the event that either index referenced above is unavailable or if the indices in the aggregate do not meet FERC requirements as to liquidity, TIGER will post that information in its Interactive Website and shall discontinue use of the referenced index in computing the Average Monthly Index Price. During any period when the applicable index is unavailable, TIGER shall compute the Average Monthly Index Price using an appropriate replacement index. If the applicable index remains unavailable for sixty (60) consecutive Days, TIGER shall make a limited tariff filing pursuant to Section 4 of the Natural Gas Act requesting Commission authorization to adopt an appropriate replacement index to use in the computation of the Average Monthly Index Price. TIGER will consult with Shippers at any time when the referenced index is not to be used and a replacement index is used. Shippers may protest TIGER's filing with the Commission during this proceeding.

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## **AVERAGE WEEKLY INDEX PRICE OR AWIP**

“Average Weekly Index Price” or “AWIP” shall mean for any week the average of the following two prices:

(a) The index price published in Platts’ “Gas Daily” in the table entitled “Weekly weighted average prices” for the Carthage Hub(or the superseding reference if the publication titling is revised); and,

(b) The index price published in Platts’ “Gas Daily” in the table entitled “Weekly weighted average prices” for Texas Gas, zone 1 (or the superseding reference if the publication titling is revised).

If the weekly price for one or both of the above locations is no longer published in Gas Daily, the equivalent prices in the Intelligence Press publication “Weekly Gas Price Index”, under the column labeled ”avg.” in the table entitled ”Spot Gas Prices” will be used to determine the prices to be averaged for both locations.

In the event that either index referenced above is unavailable or if the indices in the aggregate do not meet FERC requirements as to liquidity, TIGER will post that information in its Interactive Website and shall discontinue use of the referenced index in computing the Average Weekly Index Price. During any period when the applicable index is unavailable, TIGER shall compute the Average Weekly Index Price using an appropriate replacement index. If the applicable index remains unavailable for sixty (60) consecutive Days, TIGER shall make a limited tariff filing pursuant to Section 4 of the Natural Gas Act requesting Commission authorization to adopt an appropriate replacement index to use in the computation of the Average Weekly Index Price. TIGER will consult with Shippers at any time when the referenced index is not to be used and a replacement index is used. Shippers may protest TIGER’s filing with the Commission during this proceeding.

## **BASE AGREEMENT**

“Base Agreement” shall mean an FTS Agreement entered into between TIGER and a Shipper (including any Replacement Shipper) for Base Capacity.

## **BASE CAPACITY**

“Base Capacity” shall mean capacity resulting from the Base Project.

## **BASE PROJECT**

“Base Project” shall mean the pipeline, compression, and appurtenant facilities owned, installed, and operated by TIGER in accordance with the FERC’s certificate authorization in FERC Docket No. CP09-460-000.

### **BASE SHIPPER**

“Base Shipper” shall mean, with respect to a specific FTS Agreement, a Shipper (including any Replacement Shipper) that has contracted for Base Capacity under such FTS Agreement.

### **BOOSTER COMPRESSION**

“Booster Compression” shall mean compression installed by TIGER to facilitate the receipt or delivery of Gas into or out of its System, if applicable.

### **BOOSTER COMPRESSION FUEL**

“Booster Compression Fuel” means only the thermal equivalent of that quantity of Gas actually used or incurred by TIGER on an incremental basis where Booster Compression is installed, to effect the transportation of Gas hereunder from the Receipt Points to the Delivery Points, consistent with Section 36 of these General Terms and Conditions.

### **BUSINESS DAY**

Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Clock Time excluding Federal Banking Holidays.

### **COMMENCEMENT DATE**

"Commencement Date" shall mean the first date on which any Shipper has commenced service under an Agreement on any portion of the System.

### **CONTRACT MDQ**

“Contract MDQ” is the maximum daily quantity (“MDQ”) of natural gas that TIGER is obligated to transport and deliver to Shipper and Shipper is entitled to receive as specified in an Agreement, except for Authorized Overrun Service, subject to the provisions of Sections 3 and 4 of these General Terms and Conditions.

### **DAILY INDEX PRICE OR DIP**

"Daily Index Price" or "DIP" shall mean for any Day the average of the two prices for such Day, using flow date and quantity data as shown for the following indices:

(a) The index price published in Platts’ “Gas Daily” under the column labeled “Midpoint” in the table entitled “Daily price survey (\$/MMBtu)” for the Carthage Hub(or the superseding reference if the publication titling is revised); and,

(b) The index price published in Platts' "Gas Daily" under the column labeled "Midpoint" in the table entitled "Daily price survey (\$/MMBtu)" for Texas Gas, zone 1 (or the superseding reference if the publication titling is revised).

If the daily index price for one or both of the above locations is no longer published in Gas Daily, equivalent prices for the above-described locations as reported in any other generally accepted available industry publication chose by TIGER will be used to determine the prices to be averaged for both locations.

In the event that either index referenced above is unavailable or if the indices in the aggregate do not meet FERC requirements as to liquidity, TIGER will post that information in its Interactive Website and shall discontinue use of that referenced index in computing the Daily Index Price. During any period when the applicable index is unavailable, TIGER shall compute the Daily Index Price using the published index prices that remain available. If the applicable index remains unavailable for sixty (60) consecutive days, TIGER shall make a limited tariff filing pursuant to Section 4 of the Natural Gas Act requesting Commission authorization to adopt an appropriate replacement index to use in the computation of the Daily Index Price. TIGER will consult with Shippers at any time when the referenced index is not to be used and a replacement index is used. Shippers may protest TIGER's filing with the Commission during this proceeding.

#### **DAY OR GAS DAY**

"Day" or "Gas Day" shall mean 9 a.m. to 9 a.m. (Central Clock Time).

#### **DELIVERY POINT**

The term "Delivery Point" shall mean any Point, including a Pooling Point (subject to limitations applicable to Pooling Points), at which TIGER delivers to or for the account of Shipper Gas which has been transported by TIGER under any Rate Schedule in this Tariff, as specified in an Agreement, or a Point at which Gas is delivered to Shipper pursuant to a Request Order under Rate Schedule PALS or as applicable to service under such Agreement by operation of this Tariff.

#### **DTH**

The term "Dth" shall mean one million (1,000,000) Btus and is equivalent to one (1) MMBtu.

#### **EDI**

The term "EDI" shall mean Electronic Data Interchange.

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## **EQUIVALENT QUANTITIES**

"Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by TIGER for the account of a Shipper at the Receipt Point(s) during any given period of time: (a) reduced by (i) that Shipper's share of Fuel Gas and Lost and Unaccounted For Gas, and Booster Compression Fuel if applicable, and (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of five (5) pounds per million (1,000,000) cubic feet of Gas, it being the intent of the parties that the quantities of Gas delivered hereunder at the Delivery Point(s) after transportation be the thermal equivalent of the quantities of Gas delivered at the Receipt Point(s) for transportation, after reduction, correction and adjustment as provided above. In determining Equivalent Quantities for redelivery, TIGER shall formulate a thermal balance evaluating inputs to, and deliveries from, the System at least once each Month. Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas shall be determined pursuant to Section 36 of these General Terms and Conditions.

## **FERC**

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which were exercisable by the Federal Energy Regulatory Commission.

## **FOUNDATION SHIPPER**

"Foundation Shipper" shall mean a Shipper holding one or more FTS Agreements utilized to support the initial certification of the System which were entered into prior to the Commencement Date, hereinafter shall be referred to as "Foundation Shipper" or "Shipper"; provided that, unless otherwise mutually agreed by TIGER and the Foundation Shipper, such Shipper must hold in the aggregate at least 900,000 Dth/d of firm capacity for a minimum term of fifteen (15) years under such FTS Agreements as of the Commencement Date.

## **FUEL GAS**

"Fuel Gas" means the thermal equivalent of that quantity of Gas actually used by TIGER to effect the transportation of Gas hereunder from the Receipt Points to the Delivery Points. Consistent with Section 36 of the General Terms and Conditions, Booster Compression Fuel incurred by TIGER shall be determined separately and is not included in Fuel Gas.

## **GAS**

"Gas" shall mean combustible hydrocarbon Gas.

## **HEATING VALUE**

The term "heating value" shall mean the number of Btus per cubic feet of Gas at the base condition of 14.73 psia 60 degrees Fahrenheit dry. The Btu value will be determined utilizing the

complete actual composition of the Gas according to the methods in GPA Standard 2172-96, titled "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis," and corrected to the base conditions. For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and Pressure Base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.

### **HIGHWAY 789**

"Highway 789" means the location as of the in-service date of the System of the point of intersection of the System and Louisiana State Highway 789, located at approximately Milepost 24.7.

### **INTERACTIVE WEBSITE**

The term "Interactive Website" shall mean the interactive internet website maintained by TIGER for communication regarding its transportation services in accordance with applicable Commission Regulations and NAESB Standards, as more fully described in Section 13 of these General Terms and Conditions.

### **LOST AND UNACCOUNTED FOR GAS**

"Lost and Unaccounted For Gas" shall mean the thermal equivalent of the difference between the sum of all input quantities of Gas to the System (including Fuel Gas) and the sum of all output quantities of Gas from the System plus Fuel Gas, which difference shall include but shall not be limited to Gas vented (other than Gas that can be attributed to an offending Shipper) and line heater Gas, the ownership of which cannot be reasonably identified. Lost and Unaccounted For Gas shall be determined pursuant to Section 36 of these General Terms and Conditions.

### **MCF**

"Mcf" shall mean one thousand (1,000) cubic feet of Gas.

### **MDQ**

"MDQ" shall mean the maximum daily quantity of Gas which TIGER is obligated to transport and deliver in the aggregate, as specified in an Agreement, except for Authorized Overrun Service, whether Contract MDQ or Point MDQ.

### **MONTH**

"Month" shall mean the period beginning on the first Day of any calendar month and ending at the beginning of the first Day of the next succeeding calendar month.

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## **NEGOTIATED RATE**

The term "Negotiated Rate" shall mean a rate provision, which may include a negotiated rate formula, under which TIGER and Shipper have agreed on the amount to be charged for the service under Rate Schedule FTS, ITS or PALS which results in a rate where, for all or a portion of the contract term, one or more of the individual components of such rate deviates from the applicable minimum and/or maximum rate level, as set forth in Section 30, hereof. Any Agreement entered into which provides for a rate under Rate Schedule FTS, ITS or PALS other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties, consistent with Commission policy, as to whether the pricing terms represent a discounted rate or a Negotiated Rate. A Negotiated Rate arrangement may cover, without limitation, Fuel Gas and Lost and Unaccounted For Gas and/or Booster Compression Fuel.

## **NGA**

Shall mean the Natural Gas Act of 1938, as amended.

## **NOMINATION**

"Nomination" shall mean the requests for service submitted pursuant to Section 6 of these General Terms and Conditions.

## **OPERATIONAL BALANCING AGREEMENT ("OBA")**

An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect. TIGER shall enter into OBAs on a non-discriminatory basis, but shall not be obligated to enter into an OBA with any form of cash out.

## **OVERAGE AVERAGE MONTHLY INDEX PRICE (OAMIP)**

The Overage Average Monthly Index Price or "OAMIP" shall mean the index price used in determining cash out amounts for overages as provided in Section 10.4 of these General Terms and Conditions.

## **PHASE I EXPANSION**

"Phase I Expansion" shall mean the pipeline, compression, and appurtenant facilities owned, installed, and operated by TIGER in accordance with the FERC's certificate authorization in FERC Docket No. CP10-459-000.

## **PHASE I EXPANSION AGREEMENT**

"Phase I Expansion Agreement" shall mean an FTS Agreement entered into between TIGER and a Shipper (including any Replacement Shipper) for Phase I Expansion Capacity.

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## **PHASE I EXPANSION CAPACITY**

“Phase I Expansion Capacity” shall mean capacity resulting from the Phase I Expansion.

## **PHASE I EXPANSION SHIPPER**

“Phase I Expansion Shipper” shall mean, with respect to a specific FTS Agreement, a Shipper (including any Replacement Shipper) that has contracted for Phase I Expansion Capacity under such FTS Agreement.

## **POINT**

"Point" shall mean a physical point on TIGER's System at which Gas can be received and/or delivered and which is utilized to provide service under Rate Schedules FTS, ITS or PALS.

## **POINT MDQ**

"Point MDQ" shall mean: (i) the maximum daily quantity of Gas which TIGER is obligated to deliver on a primary firm basis at a specified Delivery Point; and (ii) the maximum daily quantity of Gas which TIGER is obligated to receive on a primary firm basis at a specified Receipt Point, exclusive of Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel, if applicable. At Receipt Points, TIGER shall be obligated to accept applicable Fuel Gas and Lost and Unaccounted For Gas on a primary firm basis in addition to the Point MDQ quantity. Each FTS Agreement shall specify a Point MDQ for each Receipt Point and each Delivery Point.

## **POOLING POINT(S)**

“Pooling Point(s)” shall have the meaning set out in Section 6.12 of the General Terms and Conditions of this Tariff.

## **RECEIPT POINT**

"Receipt Point" shall mean any Point, including a Pooling Point (subject to limitations applicable to Pooling Points), at which Gas is tendered by or for the account of Shipper to TIGER for transportation as specified in an Agreement, or for the receipt of Gas by TIGER pursuant to a Request Order under Rate Schedule PALS, or as applicable to a specified service under such Agreement by operation of this Tariff.

## **RECOURSE RATE**

"Recourse Rate" shall mean the applicable maximum rate which would apply to the service but for the rate flexibility allowed under Sections 30 (Negotiated Rates) and 34 (Discounting) hereof.

## **SHIPPER**

The term "Shipper" shall mean a Shipper as defined in any of the Rate Schedules governed by these General Terms and Conditions. In addition, in a given context, Shipper may refer to an entity which is seeking to become a Shipper.

## **TARIFF**

Tariff shall mean TIGER's currently effective FERC NGA Gas Tariff.

## **SUPPLY LEG**

"Supply Leg" shall mean the pipeline segment beginning at the Carthage compression facilities that is upstream of the suction side of TIGER's Bienville Parish compression facilities, located at approximately Milepost 77.8.

## **SYSTEM**

"System" shall mean all pipeline, compression, and appurtenant facilities owned or leased by TIGER, including the Base Project and Phase I Expansion.

## **UNAUTHORIZED OVERRUN SERVICE**

"Unauthorized Overrun Service" shall mean service provided when the quantities of Gas received from or delivered to (or on behalf of) Shipper at a Point are, (i) if such quantities are equal to or below Shipper's Point MDQ for such Point under Shipper's FTS Agreement(s), in excess of the confirmed and scheduled quantities at such Point by more than 5%, or (ii) if such quantities are in excess of Shipper's Point MDQ for such Point under Shipper's FTS Agreement(s), in excess of the confirmed and scheduled quantities at such Point.

## **UNDERAGE AVERAGE MONTHLY INDEX PRICE (UAMIP)**

The Underage Average Monthly Index Price or "UAMIP" shall mean the index price used in determining cash out amounts for underages as provided in Section 10.4 of these General Terms and Conditions.

## **YEAR**

"Year" shall mean a period of three hundred sixty-five (365) consecutive days or three hundred sixty-six (366) consecutive days if such period includes February 29.

## 2. PRIORITY OF SERVICE

### 2.1 ALLOCATION OF CAPACITY

#### (a) GENERAL

This Section 2.1 governs the allocation of firm capacity on TIGER's System among entities requesting firm services in assigning priority to otherwise valid requests for any particular firm service. In applying such criteria where a Negotiated Rate is involved, the value assigned to a request which includes a Negotiated Rate shall be limited by the Recourse Rate as provided in Section 30 of these General Terms and Conditions. TIGER shall not be required to grant otherwise valid requests at less than the applicable maximum rate, but may do so on a non-discriminatory basis.

#### (b) CAPACITY AWARD PROCEDURES

This Section 2.1(b), together with Sections 2.1(c) and 16 of these General Terms and Conditions, sets out the procedures to be followed by TIGER in awarding all firm forward-haul transmission capacity becoming available on its System; provided, however, that these procedures do not apply to the initial allocation of such firm capacity created by the construction of new facilities (including the initial construction and any extensions and expansions of TIGER's System).

##### (1) INITIAL OPEN SEASON

TIGER shall conduct an Initial Open Season for firm forward-haul transmission capacity that is available upon TIGER initially being placed into service or later that becomes available, including when capacity that is subject to a right of first refusal or other rollover rights is not renewed or awarded during the right of first refusal process.

(i) An Initial Open Season shall be conducted so that the open season would end at least two (2) Business Days before the date the firm capacity becomes available. Such capacity may not be awarded, except as otherwise provided in this Section 2.1 or Section 16 of these General Terms and Conditions, until after an Initial Open Season has been conducted.

(ii) In any Initial Open Season, the minimum posting and bidding period applicable to firm capacity available for less than one (1) Year is from 9:00 a.m. to 2:00 p.m. Central Clock Time on a Business Day and the minimum posting and bidding period for firm capacity available for one (1) Year or longer is three (3) Business Days, with the minimum posting periods each day being from 9:00 a.m. to 2:00 p.m. Central Clock Time.

(iii) The posting for an Initial Open Season shall include the following items:

(A) The bidding procedure to be used, including an explanation of how bids are to be submitted, a bid form, instructions for satisfying the request criteria under the applicable rate schedule, and the complete bid evaluation criteria consistent with this Section 2.1.

(B) The timetable for posting and bidding, which timetable must be consistent with Section 2.1(b)(1)(ii).

(C) The location, duration and amount of firm capacity to be covered by the Initial Open Season, whether such capacity is Base Capacity or Phase I Expansion Capacity, and the date on which such firm capacity will be available.

(D) Contingencies, if any, which will be accepted in open season bids.

(E) Any other bid requirements, conditions, criteria, restrictions or parameters.

(iv) In the Initial Open Season, all bids must be submitted either in the basic rate design then in effect on TIGER's System, which are constrained by the applicable maximum and minimum rates, or in the form of a Negotiated Rate, as specified below. As part of its Initial Open Season posting, TIGER will specify whether it will accept bids in the form of a Negotiated Rate in such Open Season and, if so, the parameters for submitting Negotiated Rate bids.

(v) Unless otherwise specified in the posting, a bidder may bid on all or any portion of the term for which the firm capacity is available and on all or any portion of the capacity available. TIGER shall make firm capacity available without any term limit unless that firm capacity is committed at some future time under a then existing contract or that firm capacity is operationally available only for a limited period of time. Any term limit shall reflect such a contractual or operational constraint. TIGER shall specify any such term limit, and the reasons for the term limit, in the posting. TIGER may only impose minimum quantity, geographical or term requirements on bids for operational reasons, such as maintaining pressure or sustaining the minimum level of prudent facility operations on any affected portion(s) of its System.

(vi) TIGER shall have the right to terminate an Initial Open Season through a termination posting if there is a material error in the Initial Open Season posting, which error shall be explained in the termination posting. TIGER shall have the right to extend an Initial Open Season for good cause, as explained in the extension posting, or as specified in the original Initial Open Season posting.

(vii) All bids received during the open season period remain binding on the bidder through the end of the open season unless withdrawn by bidder due to a material error. At the end of any open season, all bids either withdrawn or not accepted shall be deemed null and void. A bidder may withdraw its bid at any time during the open season, utilizing the same medium through which a bid can be submitted. A bidder which has withdrawn a bid may submit a bid with a higher value during the open season, but neither that bidder nor any of its affiliates may submit during that open season a bid with a lower value than the withdrawn bid [value is to be determined applying the criteria in Section 2.1(c), consistent with the posting for that open season], except if the withdrawn bid was withdrawn due to a material error. A bidder may withdraw a bid for a material error by notifying TIGER by the deadline for bids that the bid contains a material error, which notification shall explain the material error.

(viii) If an open season is extended, a bidder is free to submit a new bid without restriction in the extended open season even if that bidder withdrew its bid in the original open season. If a bidder withdraws its bid in an extended open season, the same rules as in an original open season apply to that bidder.

(ix) Once firm capacity has been subject to an Initial Open Season, TIGER is not required to hold any further Initial Open Season while the capacity is posted on TIGER's Interactive Website. If, however, that capacity or portion of such capacity is sold under a contract that includes extension rights (rollover or ROFR under Section 16 of the GT&C) and again becomes available as a result of the expiration of such contract (because the extension rights were not exercised), then such capacity under such contract shall be subject to an Initial Open Season.

## (2) REQUEST PROCEDURE

For firm capacity which is not awarded in the Initial Open Season process and for existing firm capacity which is not subject to the Initial Open Season process or to Section 16 of these General Terms and Conditions, TIGER may award such capacity through either the Request Procedure in this Section 2.1(b)(2) or the Additional Open Season Procedure in Section 2.1(b)(3) of these General Terms and Conditions.

(i) TIGER may award such firm capacity in response to request(s) for firm service in writing or on its Interactive Website which conform to the requirements in the applicable rate schedule for valid requests (including meeting credit criteria). A request may be unsolicited or pre-negotiated, but no communication will be considered a request hereunder unless it constitutes a valid request for service consistent with the applicable rate schedule and has been submitted in writing or via TIGER's Interactive Website.

(ii) A request for firm capacity will be binding on the entity requesting firm capacity for two (2) Business Days or until the request is accepted or rejected by TIGER, whichever is earlier. TIGER shall respond to any request for firm capacity within two (2) Business Days. Unless granted by TIGER, all requests submitted are void effective the earlier of the time when TIGER rejects the request or two (2) Business Days after the request is submitted.

TIGER cannot grant any request which has become void, but a request becoming void hereunder is without prejudice to any future request by that Shipper or any other Shipper.

(iii) The rate form under a request may be either the basic rate design then in effect on TIGER's System or a Negotiated Rate form.

(iv) TIGER is not obligated to award firm capacity based on a request at less than the applicable maximum rate, but any capacity award must be consistent with Section 2.1(c) of these General Terms and Conditions if there are competing valid requests pending. For purposes of applying the evaluation criteria in Section 2.1(c) of these General Terms and Conditions, only pending valid requests which have not become void under (ii) are considered to be competing.

(v) Requests shall not be accepted or valid as to any firm capacity which is subject to an Initial Open Season or an Additional Open Season during any period between the posting of that open season and the award of capacity (or the decision not to award capacity) under that open season.

### (3) ADDITIONAL OPEN SEASON PROCEDURE

(i) If available firm capacity has not been awarded in the Initial Open Season, TIGER may at any time elect to hold an Additional Open Season for that capacity.

(ii) The posting requirements and minimum posting and bidding periods for an Additional Open Season shall be the same as for an Initial Open Season under Section 2.1(b)(1), except that TIGER will post any additional items necessary to comply with this Section 2.1(b)(3).

(iii) In the Additional Open Season, TIGER may limit the firm capacity available to that defined in the posting and may make such defined firm capacity available only for a specified term or range of terms, which limitation(s) must be included in the posting.

(iv) In the Additional Open Season, bids may be on a Negotiated Rate basis to the extent specified in the posting. TIGER may limit the form of Negotiated Rate submitted, in which case that limitation must be reflected in the posting. Bids may always be submitted in the basic rate design then in effect on TIGER's System at the applicable maximum rate.

### (4) SPREADSHEETS

Contemporaneous with posting of an open season, TIGER shall make available (subject to reasonable user requirements) electronic spreadsheets setting out the analyses which will be used to determine the winning bid(s), in a format which will allow the user to calculate net present value.

(5) CONDITIONS ON REQUESTS AND BIDS

This subsection sets out conditions applicable to all requests and bids for firm capacity. TIGER shall reject any request or bid for service which may detrimentally impact the operational integrity of TIGER's System (if TIGER rejects a bid or request on this basis, it will provide a written explanation of the operational basis for this action); which does not satisfy all the terms of an applicable posting or tariff provision and/or does not provide all the information required by the posting or tariff provision; which contains terms and conditions other than those in TIGER's Tariff and/or any applicable posting; which would not constitute a valid request under the applicable rate schedule (it being understood that a bid in an open season cannot be rejected for incompleteness if all information required by the bid form and applicable posting has been provided); or is in any way inconsistent with TIGER's Tariff and/or any applicable posting. Any Shipper wishing to bid in an open season or submit a request for capacity must satisfy the creditworthiness requirements in Section 12 of these General Terms and Conditions prior to submitting a bid or request. A Shipper cannot bid for or request services which exceed its pre-qualified level of creditworthiness. TIGER shall process - and encourages - applications from potential bidders or requesters seeking prequalification for bids or requests they may make in the future. Credit applications shall be completed in full with all information required to establish creditworthiness under the credit criteria included in TIGER's rate schedule covering the applicable service. Should a potential bidder or requester fail to satisfy such credit criteria, it may still qualify by providing a prepayment, letter of credit, security interest or guarantee satisfactory to TIGER as further set forth in Section 12.1(b) of these General Terms and Conditions. Based on TIGER's continuing review of a Shipper's financial records, TIGER shall have the right to amend a Shipper's line of credit and lower or increase the quantity and term.

(6) ROFR OR ROLLOVER RIGHTS

The capacity allocation procedures of this Section 2.1(b) shall not apply where a Shipper is utilizing with respect to its existing capacity the Right of First Refusal procedures or contractual rollover rights pursuant to Section 16 of these General Terms and Conditions. Instead, the procedures in said Section 16 will govern the award of capacity in such instances.

(7) CAPACITY AWARDED FOR LIMITED PERIOD

This provision applies in situations where firm capacity is awarded for a limited time period ending on a date no later than the date on which such capacity is required to provide service under one or more preexisting FTS Agreements or where firm capacity is operationally available only for a limited time period.

(i) TIGER may market such capacity for all or any portion of the limited time period until service under the capacity award becomes effective, or until the capacity is no longer operationally available.

(ii) TIGER shall limit the rights of the Shipper awarded the capacity to the limited time period, so that the Shipper has no rollover rights or rights of first refusal which extend beyond the limited time period. TIGER will indicate in any open season posting for such capacity the limitation on rights which will apply to such firm capacity awarded for the limited time period.

(c) EVALUATION OF COMPETING BIDS AND REQUESTS

In comparing valid bids received in an open season or in comparing two or more valid and competing pending requests for service under the Request Procedure, TIGER will award firm capacity based on the highest economic value, as defined in this Section 2.1(c).

(1) HIGHEST ECONOMIC VALUE

The highest economic value is the highest net present value of the stream of incremental revenue produced in the aggregate by a valid and acceptable bid or request, or combination of valid and acceptable bids or requests, received by TIGER; Incremental revenue is the additional revenue TIGER would collect from a Shipper under any bid or request over and above the revenue TIGER would otherwise have received after taking into account any revenue lost or affected by the bid or request (i.e., where an existing capacity holder submits a bid or request which is contingent upon turnback by that existing capacity holder of an existing capacity commitment, only the value of such a bid or request net of the revenue which would be lost to TIGER due to the turnback of the existing contractual commitment will be considered).

(2) ONLY GUARANTEED REVENUE CONSIDERED

In the determination of highest economic value, TIGER shall consider only reservation rate revenue and any other guaranteed revenue under bids or requests. In the case of a bid or request for firm service involving a Negotiated Rate, the rules for calculating net present value set out in Section 30 of these General Terms and Conditions shall apply.

(3) POSTING OF CRITERIA

TIGER shall post the criteria to be used in the determination of highest economic value for comparing valid bids in any open season and for comparing pending requests which are valid and competing. The posting will consist of a net present value formula, together with all relevant factors and parameters. The discount rate to be utilized in the NPV formula shall be the FERC approved interest rate. These criteria shall be posted continuously on the Informational Postings portion of TIGER's Interactive Website. TIGER may change the criteria at any time in a manner not inconsistent with the other provisions of this Section 2.1(c), but the revised criteria may only be applied to an open season the posting of which commenced at least one (1) Business Day after the change in criteria has been posted. TIGER cannot change the criteria for any on-going open season. The revised criteria shall apply immediately to all requests received after the change has been posted. In addition, the posting for each individual open season will include the

following elements: the date to which all bids are discounted in the calculation of net present value; the FERC interest rate utilized; how a Shipper's willingness or unwillingness to prorate will affect its bid; whether a prearranged transaction is involved and, if so, whether there is a right to match; the extent to which advance payments will be considered in evaluating bids; how surcharges will be taken into account; and the procedure to be used in breaking ties. If, at any time prior to the expiration of a period of three years immediately following the Commencement Date, there are two or more pending competing bids for available firm capacity that are of equal value, and any of these bids are submitted by a Foundation Shipper for evaluation under this paragraph, then TIGER shall award the subject capacity to the bidders which submitted such equal value bids, including the Foundation Shipper, on a pro rata basis.

(4) OBLIGATION TO AWARD CAPACITY

(i) TIGER shall be obligated to award firm capacity if the applicable maximum rate is submitted for the entire term of a valid bid in any open season or is requested for the entire term of a valid request under the Request Procedure, up to the firm capacity covered by the maximum rate bid(s) or request(s). If such a maximum rate bid or request is received, TIGER shall be obligated to award the capacity either to the Shipper submitting such a valid bid or request or to a competing bidder or requestor. The capacity award will be based on the posted criteria hereunder for evaluating bids or requests.

(ii) Notwithstanding the foregoing, TIGER may, but shall not be obligated to, award firm capacity based on the following types of otherwise valid bids or requests: (a) any bid or request for a term of less than one (1) Year, under which service is to commence more than ninety (90) days following close of the open season; and (b) any bid or request for a term which is not continuous from the commencement of service date to the termination of service date reflected in the bid and/or which specifies different MDQs for various time periods. TIGER shall not be obligated on any Day to transport Gas quantities, excluding Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel, from Receipt Points which are located west of Highway 789, which in aggregate for all Shippers total more than 1,000,000 Dth per day. Such aggregate total shall not include any backhaul or exchange quantities.

(d) POINT CHANGES

Any Shipper with an FTS Agreement may request a change in primary Points at any time. TIGER will respond to such a request within two (2) Business Days. TIGER shall grant such a request if firm transportation and Point capacity is available to do so; provided that the parties can mutually agree on the rate unless the applicable FTS Agreement or related discount or Negotiated Rate agreement specifies the rate when there is such a permanent primary point change. Unless otherwise specifically agreed, if the Point change results in a shortened path which would reduce the applicable rate, the reservation rate applicable to the longer path shall apply for the remaining term of the Agreement, but the commodity rate applicable to the shortened path shall apply so long as the shortened path is in effect under the Agreement; provided, however, the Fuel Gas for the path utilized shall apply. Any such permanent Point change shall be reflected in an amendment to the FTS Agreement.

## 2.2 REDUCTIONS IN FIRM SERVICES

(a) While firm services are not ordinarily interrupted due to lack of capacity, capacity constraints may exist from time to time or interruption of service may be necessary for certain other reasons. TIGER may decline to schedule and/or may curtail firm service for any of the following reasons:

- (1) If Shipper tenders Gas which does not conform to the applicable quality requirements under Section 19 of these General Terms and Conditions;
- (2) For reasons of Force Majeure;
- (3) Pursuant to Sections 2.7 or 2.8 of these General Terms and Conditions;
- (4) To rectify imbalances, to conform physical flows to nominations or to effectuate payback of imbalances, to the extent consistent with the specific Rate Schedule;
- (5) If there is a dispute over title, ownership or right to tender or to receive Gas.

(b) Without limitation to the foregoing, unless otherwise agreed by contract, TIGER shall have the right to reduce receipts or deliveries of Gas on any Day below Shipper's MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other transmission facilities and equipment, or to maintain System integrity; provided, however, that with respect to routine repair and maintenance, TIGER will attempt to schedule such activity during a period when it will not result in curtailment to firm services, or when such curtailment will be minimized, after consulting with the Shippers which could be affected.

(c) No later than fifteen (15) days prior to the scheduled activity, TIGER will post on the Informational Postings portion of its Interactive Website a tentative schedule of planned maintenance, construction, test, rehabilitation or repair activities to be performed which TIGER anticipates may cause it to fail to tender delivery of Shipper's scheduled quantities of Gas. The schedule will include the dates the activities are scheduled to begin and end as well as the portions of the System and capacity expected to be affected. TIGER will endeavor to perform the activities in accordance with the posted schedule.

(d) (1) As used in this subsection (d), Firm Daily Quantity shall mean the quantity of Gas which TIGER is obligated to deliver on a firm basis for Shipper at primary Delivery Point(s) under a firm contract on a Day, based on nominations for firm service within firm contract rights at such primary points which could be confirmed. Except as provided in subsection (d)(2), in the event TIGER fails to deliver on any Day under any firm contract all of Shipper's Firm Daily Quantity for that Day, then the applicable Reservation Charges and any related reservation-based

surcharges shall be eliminated for the quantity of Gas not delivered by TIGER within the Shipper's Firm Daily Quantity under the contract; provided, however, that these charges shall not be eliminated to the extent that the Shipper uses secondary point service.

(2) TIGER shall not be obligated to adjust the Reservation Charge and any related reservation-based surcharges under any contract when TIGER's failure to deliver on any Day at least 100% of the Firm Daily Quantity:

(i) is the result of the conduct of Shipper or the downstream operator of the facilities at the Delivery Point; or

(ii) occurs either (a) within ten (10) days following a force majeure event as contemplated by Section 20 of the General Terms and Conditions, or (b) prior to the date TIGER has or should have, in the exercise of due diligence, overcome the Force Majeure event, whichever occur first.

### 2.3 SCHEDULING OF SERVICES

(a) For the purposes of scheduling and curtailing deliveries of Gas, firm service shall have priority over interruptible service. Priority to use of capacity on TIGER shall be in accordance with the following priority, in descending order from highest to lowest priority:

(1) Firm service at primary points and primary paths (scheduled pro rata based on MDQ);

(2) Firm service at secondary points (scheduled pro rata based on nominations) within the primary path;

(3) Firm service at secondary points (scheduled pro rata based on nominations) outside the primary path;

(4) Interruptible service within MDQ and Authorized Overrun service under both firm and interruptible rate schedules (allocation of service pursuant to Section 2.5 of these General Terms and Conditions), including payback volumes in excess of Shipper's MDQ pursuant to Section 10.3 of the General Terms and Conditions of this Tariff.

(b) In applying steps (2) and (3) under subsection (a), scheduling of Receipt and Delivery points will be pro rated based on nominations; points within the primary path are scheduled before points outside the primary path;

(c) For Shippers under Rate Schedule FTS, TIGER shall provide notice of any curtailment or of any scheduling restriction as far in advance as feasible. TIGER shall attempt to provide at least two (2) Days' prior notice, unless more timely action is necessary to respond to a

Force Majeure situation, to balance the Agreement to the extent consistent with the applicable Rate Schedule, or to maintain System integrity. In addition to notifying the Shippers affected, TIGER will post anticipated and effective curtailment and scheduling restrictions on the Informational Posting section of its Interactive Website.

(d) Released capacity has the same priority as non-released capacity;

(e) Firm intraday nominations are entitled to bump scheduled interruptible quantities only during the Evening, Intraday 1, and Intraday 2 Nomination Cycles, as defined in Section 6.2. Firm intraday nominations are not entitled to bump already scheduled firm quantities.

## 2.4 SECONDARY POINTS

(a) Subject to the priorities set out in Section 2.3 of the General Terms and Conditions, Shippers under Rate Schedule FTS shall have the right to use all Receipt and Delivery Points on TIGER's System as secondary Receipt and Delivery Points. Such points may be scheduled, however, only to the extent transmission and point capacity is available. The priority of service at secondary points under Rate Schedule FTS shall be governed by Section 2.3 above. The Points available are posted on TIGER's Interactive Website.

(b) If nominations by all Shippers for secondary point service for which such Shippers are eligible exceed TIGER's available capacity on the applicable path, available capacity shall be allocated and scheduled pro rata based on a Shipper's confirmed nominations within MDQ within the applicable priority category as defined in Section 2.3 of these General Terms and Conditions.

(c) The primary Receipt and Delivery Points define the primary path(s) of an FTS Agreement, including the direction of "forward" flow for the primary path(s), and define whether a secondary point is "in path" or "out of path." Shippers may nominate service at secondary points so that the direction of flow is the same as or the opposite from the primary path direction of flow, but if the direction of flow is opposite the primary path direction of flow, such nomination shall be treated as being outside the primary path.

(d) Shippers under Rate Schedule ITS have access to all Points on TIGER's System to the extent provided in Section 2.5(d) of these General Terms and Conditions. Shippers under Rate Schedule PALS have access to all Points on TIGER's System, but the Points actually utilized for any specific service will be specified in the Request Order for Rate Schedule PALS.

## 2.5 INTERRUPTIBLE SERVICES PRIORITY

This Section 2.5 governs the priority of interruptible services under Rate Schedules ITS and PALS, and Authorized Overrun Service under any Rate Schedule on TIGER's System.

(a) Service under Rate Schedules ITS and PALS, and Authorized Overrun Service under any Rate Schedule shall be provided to the extent capacity is available, if any, after

scheduling all of TIGER's firm transportation service at primary and/or secondary points. TIGER may decline to schedule and/or may curtail interruptible service under Rate Schedules ITS and PALS, and any Authorized Overrun Service under any Rate Schedule for any of the following reasons:

- (1) If Shipper tenders Gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;
- (2) For reason of Force Majeure;
- (3) Due to routine repair and maintenance to be reasonably determined by TIGER;
- (4) Pursuant to Section 2.8 of these General Terms and Conditions;
- (5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule;
- (6) To maintain System integrity;

(b) (1) To the extent there is insufficient capacity available to schedule all properly nominated and confirmed services under Rate Schedules ITS and PALS, and Authorized Overrun Service under any Rate Schedule, TIGER shall schedule such service based on the rate to be paid, from highest to lowest unit rate, with service for which the highest unit rate being paid is scheduled first. Subject to the provisions in the immediately following sentence, any Shipper paying the maximum rate applicable to its service (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated Rate) shall be afforded the same priority as a Shipper which has agreed to a Negotiated Rate and is paying a higher unit rate. In the event there is insufficient capacity to schedule all service under Rate Schedules ITS and PALS, and Authorized Overrun Service under any Rate Schedule for which the same rate is to be paid, TIGER shall allocate the available capacity based on the effective date of the service agreements, provided that service agreements executed prior to the in-service date of the System shall be deemed to have the same effective date. If there is insufficient capacity to schedule all service for service agreements having the same effective date for which the same rate is to be paid, TIGER shall allocate the available capacity pro rata based on the confirmed nominated quantity.

(2) In interrupting or curtailing service under Rate Schedules ITS and PALS, and Authorized Overrun Service under any Rate Schedule, due to lack of capacity, TIGER shall [except as otherwise provided in subsection (c) below] interrupt such service based on the rate being paid, from lowest to highest unit rate, with service for which the lowest unit rate being paid is interrupted first. Subject to the provisions in the immediately following sentence, any Shipper paying the maximum rate applicable to its service (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated Rate) shall be afforded the same priority as a Shipper which has agreed to a Negotiated Rate and is paying a higher unit rate. In the event there is insufficient capacity to continue all service under Rate Schedules ITS and PALS, and Authorized Overrun

Service under any Rate Schedule for which the same rate is to be paid, TIGER shall allocate the available capacity based on the effective date of the service agreements, provided that service agreements executed prior to the in-service date of the System shall be deemed to have the same effective date. If there is insufficient capacity to continue all service for service agreements having the same effective date for which the same rate is to be paid, TIGER shall allocate the available capacity pro rata based on the confirmed nominated quantity.

(c) This subsection discusses Rate Schedule PALS curtailment rules for Rate Schedule PALS:

(1) Service under Rate Schedule PALS shall not be scheduled if doing so would have an adverse effect on any firm service. Service under Rate Schedule PALS shall be scheduled and curtailed based on TIGER's System operational capability. Service hereunder shall be interrupted and curtailed if continuation of such service would be detrimental to TIGER's ability to provide any firm service. While service hereunder is not ordinarily expected to affect transportation capacity, if providing service hereunder would have an adverse effect on providing interruptible transportation service, a PALS Agreement shall for scheduling and allocation purposes be assigned the same priority as service under Rate Schedule ITS. The same priority shall be applied for scheduling and allocation in relation to service under Rate Schedule PALS or other PALS Agreements. Once a park or loan has been scheduled on any Day under Rate Schedule PALS, that park or loan shall not be interrupted or curtailed to effectuate any other interruptible service.

(d) An Agreement under Rate Schedule ITS will include all Receipt and all Delivery Points. Applicable maximum rates are specified in this Tariff.

## 2.6 UNAUTHORIZED OVERRUN SERVICE

No Shipper shall have any right to take Unauthorized Overrun Service at any Point. Unauthorized Overrun Service is subject to the charges set out in Section 9.2 of these General Terms and Conditions. To the extent TIGER is unable to accept Unauthorized Overrun Service without jeopardizing the safety of TIGER's operations and/or its ability to meet its contractual obligations to other Shippers, such decisions to be solely within the judgment and discretion of TIGER, TIGER shall have the right to limit deliveries at the Point, curtail receipts of Gas at Receipt Points and/or to vent, without incurring any liability to Shipper, or any third party, such Gas associated with such Unauthorized Overrun Service as it is unable to accept and/or transport or take such other action as is necessary to manage the System. However, TIGER shall use its best efforts to avoid or minimize such venting. If feasible, TIGER will give prior notice to a Shipper before

venting its Gas, but is not required to do so if operational considerations necessitate immediate venting. Quantities at Delivery Points which can be accommodated under an OBA shall not be considered Unauthorized Overrun Service.

In light of Shipper's obligations to remain in balance under Section 10 of these General Terms and Conditions, to the extent that Receipt Point or Delivery Point imbalances are not accommodated under an OBA, an Unauthorized Overrun Service rate set out herein shall apply to all quantities tendered by or on behalf of Shipper or taken by or on behalf of Shipper at any Points which constitute Unauthorized Overrun Service.

## 2.7 OTHER FACTORS

TIGER's service obligation hereunder shall be subject to Shipper providing nominations under Section 6 of these General Terms and Conditions, to the confirmation of nominations by upstream and downstream entities and to the circumstances identified in Section 2.2(d)(2) of these General Terms and Conditions.

## 2.8 DELINQUENCY IN PAYMENT

(a) Irrespective of any otherwise applicable priority, TIGER may suspend service to any Shipper which is delinquent in payments under any Agreement, subject to the following conditions:

(1) TIGER shall give Shipper written notice of the delinquency and of TIGER's intent to suspend service if the deficiency is not cured. If the delinquency is not remedied within ten (10) days of such notice, TIGER may suspend service. TIGER shall simultaneously provide written notice to the Commission of any such suspension.

(2) If a Shipper which has been deficient in payment hereunder is again deficient in payment within six (6) Months after the prior deficiency, then TIGER may suspend service to such Shipper within five (5) Business Days after providing notice hereunder unless Shipper remedies the deficiency within that time period.

(3) A Shipper shall not be obligated to pay any reservation charges for suspended service attributable to the period when that service is suspended.

(b) In addition to suspension, TIGER may terminate service if the Shipper fails to remedy a delinquency in payment. Any such termination requires thirty (30) days' prior notice to Shipper and to the Commission. To avoid termination, the Shipper must remedy the deficiency within this notice period. Such notice may be given simultaneously with the initial notice under Section 2.8(a)(1) of these General Terms and Conditions.

(c) In the event of a good faith billing dispute, withholding of payment for the amount in dispute by Shipper shall not be considered a delinquency in payment, consistent with Section 11 of these General Terms and Conditions, and will not result in suspension or termination of service.

(d) TIGER may not take any action under this Section 2.8 which conflicts with any order of the U.S. Bankruptcy Court.

### 3. RECEIPT POINTS

#### 3.1 FACILITIES AT RECEIPT POINTS

Unless otherwise agreed by TIGER, TIGER shall own, operate and maintain all pipeline and measurement facilities necessary to receive and measure Gas hereunder. In the event any such facilities are installed by TIGER, Section 5 of these General Terms and Conditions shall apply.

#### 3.2 OBLIGATION

Except as otherwise provided in this Tariff, TIGER's maximum obligation to receive Gas at a Receipt Point under an FTS Agreement shall not exceed the lesser of: (a) the applicable Point MDQ at that Receipt Point (plus applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas) as specified in the Agreement or as applicable at such Receipt Point under this Tariff; or (b) the total daily quantity Shipper or its designee is able and willing to tender at the Receipt Point.

#### 4. DELIVERY OF GAS FOR THE ACCOUNT OF SHIPPER

##### 4.1 DELIVERY QUANTITIES

Commencing on the date of first acceptance by TIGER of Gas delivered by or on behalf of Shipper at the Receipt Point(s) pursuant to a transportation Agreement, and continuing thereafter during the term of that Agreement, TIGER shall deliver Equivalent Quantities, or cause Equivalent Quantities to be delivered to Shipper, or to a mutually agreeable third party for Shipper's account, at the Delivery Point(s) described in the Agreement or applicable to the Agreement under this Tariff. In determining Equivalent Quantities, TIGER shall retain Gas in kind for Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel if applicable, as set out in Section 36 of the General Terms and Conditions of this Tariff.

##### 4.2 DELIVERY FACILITIES

Unless otherwise agreed by TIGER, TIGER shall own, operate and maintain all pipeline and measurement facilities necessary to deliver and measure Gas hereunder. In the event any such facilities are installed by TIGER, Section 5 of these General Terms and Conditions shall apply.

##### 4.3 OBLIGATION

TIGER's maximum obligation to deliver Gas at a Delivery Point under an Agreement shall not exceed the lesser of: (a) the applicable Point MDQ at that Delivery Point as specified in the Agreement or as applicable to that Delivery Point under this Tariff; or (b) the total daily quantity Shipper or its designee is willing and able to receive at the Delivery Point.

##### 4.4 DELIVERY CONDITIONS

Delivery conditions are set out in Section 18 of these General Terms and Conditions.

## 5. NEW FACILITIES CHARGE

5.1 With respect to new or expanded interconnection facilities only, when such new and/or expanded facilities are required to accommodate receipt and/or delivery of Gas under a request for new or revised service, and TIGER determines that installation of such facilities will not impair service to any existing Shipper or threaten the integrity of TIGER's System, TIGER will construct such facilities but, unless otherwise provided by contract, TIGER shall require the requesting Shipper to pay the CIAC as defined in Section 1 of these General Terms and Conditions.

5.2 Notwithstanding Section 5.1, TIGER may, but is not obligated to, pay all or a portion of the cost of new or expanded interconnection facilities; provided, however, that any agreement by TIGER to bear such costs must be on a basis which is not unduly discriminatory. The cost responsibility for any requesting Shipper and for TIGER, if any, for any such new or expanded interconnection facilities shall be set forth in writing between such requesting Shipper and TIGER.

5.3 Unless otherwise provided by contract, when TIGER has previously paid for Receipt or Delivery Point facilities under this facilities reimbursement policy, the requesting Shipper shall, nevertheless, promptly pay TIGER for TIGER's net book value of such facilities when either of the following events occurs: (a) when TIGER's ability to fully recover such costs is denied in any rate proceeding under Section 4 or Section 5 of the Natural Gas Act; or (b) when Shipper ceases operations at the facilities.

5.4 Contribution in Aid of Construction or CIAC shall, unless otherwise mutually agreed, mean the payment made to TIGER for the installation of new or expanded facilities at interconnection points for the receipt by TIGER or the delivery by TIGER of Gas on behalf of Shipper. Unless otherwise agreed, the CIAC shall include all construction costs, including any filing fee (Investment Costs), on a mutually agreed payment schedule. In addition, if applicable, Shipper shall provide a reimbursement amount to compensate for income tax effects associated with the CIAC.

## 6. NOMINATION/REPORTING, BALANCING AND SEGMENTATION

### 6.1 GENERAL

(a) Whenever Shipper desires service, Shipper shall furnish to TIGER a separate nomination for each nominated Point under each Agreement with a beginning and end date for flow which can be for any duration within the term of the applicable Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nomination(s). All nominations should be considered original nominations and should be replaced to be changed. 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.

(b) All nominations should include Shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several Days, Months, or Years, provided the nomination begin and end dates are within the term of Shipper's contract. All nominations should be based on a Daily quantity and all quantities shall be expressed in Dth per Day and shall be stated for each Point.

(c) If an upstream or downstream party requires additional information, if the quantities transported are subject to a discounted rate, or if additional information is otherwise required by TIGER, then, upon notification by TIGER, Shipper must include in each nomination such additional information as is specified by TIGER. Nominations must be submitted to TIGER through TIGER's Interactive Website, or such other electronic means as are mutually agreed upon by TIGER and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this Section 6.

(d) Nominations may include payback quantities as provided in Rate Schedules PALS.

(e) The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the

joule specified in the SI system of units.<sup>1</sup>

## 6.2 STANDARD NOMINATION CYCLES

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

### (a) 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 TIGER (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. TIGER sends the Quick Response to the Shipper;
- 4:30 p.m. TIGER receives completed confirmations from Confirming Parties;
- 5:00 p.m. Shipper and Point Operator receive scheduled quantities from TIGER

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

### (b) 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 TIGER (including from TTTSPs);
- 6:30 p.m. TIGER sends the Quick Response to the Shipper;
- 8:30 p.m. TIGER receives completed confirmations from Confirming Parties;
- 9:00 p.m. TIGER provides scheduled quantities to the affected Shipper 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.

### (c) The Intraday 1 Nomination Cycle

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<sup>1</sup> The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm.

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Shipper;
- 10:15 a.m. Nominations are received by TIGER (including from TTTSPs);
- 10:30 a.m. TIGER sends the Quick Response to the Shipper;
- 12:30 p.m. TIGER receives completed confirmations from Confirming Parties;
- 1:00 p.m. TIGER 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.

(d) 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 TIGER (including from TTTSPs);
- 3:00 p.m. TIGER sends the Quick Response to the Shipper;
- 5:00 p.m. TIGER receives completed confirmations from Confirming Parties;
- 5:30 p.m. TIGER 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.

(e) 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 TIGER (including from TTTSPs);
- 7:30 p.m. TIGER sends the Quick Response to the Shipper;
- 9:30 p.m. TIGER receives completed confirmations from Confirming Parties;
- 10:00 p.m. TIGER 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.

(f) 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.

(g) The rights of a Releasing Shipper to recall capacity within any nomination cycle shall be governed by Section 14.3(f) of these General Terms and Conditions.

(h) A Shipper which has been awarded firm capacity in a capacity release may submit a nomination using such capacity at the next available opportunity for nominations under this Section 6.2 which occurs on or after the time capacity is awarded, including an Intraday nomination in either the Intraday 1, the Intraday 2, or the Intraday 3 Nomination Cycle and which is consistent with Sections 14.4 and 14.6(a) of these General Terms and Conditions.

### 6.3 REQUIRED NOMINATION CHANGES

If estimated Daily flows under a particular Agreement differ from the confirmed nominations, or if an imbalance has occurred due to some other reason, then prospective nomination change(s) (either receipt or delivery adjustments) may be required to bring the quantities into balance. When a Shipper receives notification of a required change in the nomination, the Shipper shall be responsible for informing upstream and downstream parties of the prospective change and providing TIGER with a nomination as required in accordance with Section 6.2 hereof.

### 6.4 CONFIRMATION BY TIGER

(a) Nominations made in accordance with Sections 6.2, 6.3, and 6.5 hereof shall not become effective until TIGER has confirmed the nominated receipts and deliveries with upstream and downstream parties, subject to other provisions of this Section 6. Shipper shall designate the appropriate person(s) who has the authority to resolve allocation issues, if requested by TIGER and, if requested by TIGER, the appropriate person(s) to confirm nominations. Confirmations must be submitted to TIGER through its Interactive Website, or such other electronic means as are mutually agreed upon by TIGER and Shipper.

(b) Subject to Section 6.2 and the other provisions of this Tariff, TIGER shall provide Shippers and point operators via its Interactive Website, or by EDI, the quantities that have been scheduled to flow for that Shipper and point operator on the next Day.

(c) Unless otherwise provided in an Operational Flow Order, default confirmation procedures are as follows:

(1) With respect to the timely nomination/ confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled

quantity for the Timely Nomination Cycle of the previous Gas Day will be the new confirmed quantity.

(2) With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity will be the new confirmed quantity.

(3) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity will be the new confirmed quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

(4) With respect to NAESB WGQ Standard No. 1.3.22 i, ii, iii, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, TIGER will provide the Shipper with the following information to explain why the nomination failed, as applicable;

- (i) TIGER did not conduct the confirmation;
- (ii) the Shipper is told by TIGER that the upstream confirming party did not conduct the confirmation;
- (iii) the Shipper is told by TIGER that the upstream Shipper did not have the Gas or submit the nomination;
- (iv) the Shipper is told by TIGER that the downstream confirming party did not conduct the confirmation;
- (v) the Shipper is told by TIGER that the downstream Shipper did not have the market or submit the nomination.

This information should be imparted to the Shipper on the Scheduled Quantity document.

## 6.5 INTRADAY NOMINATIONS

(a) An intraday nomination is a nomination submitted after the nominations deadline whose effective time is no earlier than the beginning of the Gas Day and which runs

through the end of that Gas Day.

(b) TIGER supports the nomination cycles set forth at Section 6.2 during non-Critical Times. During Critical Times, valid intraday nominations may be submitted at any time.

(c) TIGER will provide notification of bumped quantities through the Scheduled Quantity document, as posted on TIGER's Interactive Website, and telephone or telefax consistent with Sections 13 and 22 of the General Terms and Conditions of this Tariff and through Electronic Notice Delivery consistent with NAESB Standards as adopted in Section 29 of these General Terms and Conditions. Except during a Critical Time, TIGER will waive any daily penalties applicable to bumped quantities on the day of the bump. TIGER will also waive penalties if it fails to provide appropriate notice of the bump.

(d) For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles.

(e) Revised predetermined allocations are to be submitted consistent with Section 7 of these General Terms and Conditions.

(f) Unless TIGER agrees to the contrary, the revised nomination under an intraday Nomination may be limited by Section 6.4(c). TIGER and the interconnecting party will agree on the hourly flows of the intraday Nomination.

(g) An intraday nomination is only effective for a single Day. There is no need to re-nominate if the intraday nomination is intended to modify the existing nomination. The Shipper should submit a new timely nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next Gas Day.

(h) Intraday nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled Gas.

## 6.6 END-OF-GAS-DAY SCHEDULED QUANTITY DOCUMENT

At the end of each Gas Day, TIGER will provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, TIGER will send an End of Gas Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A receiver of either of these documents can waive TIGER's requirement to send such documents.

## 6.7 OVERRUN QUANTITIES

Shippers submitting nominations via Interactive Website or EDI for transportation of overrun quantities (quantities in excess of the MDQ) may either include such overrun quantities in their nominations for quantities within MDQ, or may submit separate nominations for such overrun

quantities. If the Shipper elects to submit a separate nomination, the Shipper should mark that nomination as being for overrun quantities.

## 6.8 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, and an entity which controls a point of interconnection with TIGER may delegate to any third party responsibility for administering agreements regarding allocation of Gas quantities at the point and/or for administering any point operator agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) Business Days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that TIGER may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

(c) TIGER may rely on communications from the designated representative of a Shipper or interconnecting entity for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 6.8(b). Communications by TIGER to such designated representative shall be deemed notice to Shipper or the interconnecting entity except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 6.8(b).

(d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers and/or interconnecting entities. However, such representative shall separately administer and account for each such Agreement.

## 6.9 TRANSFER NOMINATIONS

(a) Whenever Gas is purchased at a Receipt Point on TIGER's System by an entity that is not going to nominate that Gas for receipt by TIGER under a transportation Agreement, that entity must submit a pooling nomination to TIGER through its Interactive Website (or EDI), identifying the quantities (in Dth) and the entities from whom the Gas is being bought and the entities to whom the Gas is being sold. Such pooling nominations are needed in order to be able to confirm the nominated receipts at that point and thus such pooling nominations are due by the deadlines applicable to Shipper nominations, subject to Section 6.2.

(b) A third party may provide title tracking services on TIGER's System as follows:

(1) The entity seeking to provide such a service (Third Party Account

Administrator) shall so notify TIGER in writing, in which event TIGER shall establish an identification number for nominations involving the Third Party Account Administrator.

(2) Pooling nominations consistent with this Section 6.9 must be made by the Shipper tendering Gas for delivery to the Third Party Account Administrator, where subsequent title to such Gas is to be tracked by the Third Party Account Administrator; and

(3) The Third Party Account Administrator shall maintain records of any title transfers after delivery of Gas to it and shall submit a nomination consistent with this Section 6.9 for delivery of Gas to the last party in the chain of title, which party shall also submit a nomination for receipt of the Gas consistent with this Section 6.9.

#### 6.10 NOMINATION PRIORITIES

As part of the nomination and transfer nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination must identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination must identify which delivery should be cut in the event Gas is not or cannot be received as nominated (i.e., ranking). Ranking is to be included in the list of data elements. TIGER is to use Shipper provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

#### 6.11 OPERATIONAL BALANCING

(a) TIGER will enter into Operational Balancing Agreements (OBAs), as defined in the General Terms and Conditions of this Tariff at Receipt Points and/or Delivery Points, as applicable, in order to deal with imbalances as set forth below.

(b) Delivery Points. TIGER agrees that it will negotiate with each entity that operates facilities interconnecting with TIGER at Delivery Points that are interstate or intrastate pipeline interconnects (Balance Operator), in a good faith effort to reach an agreement to deal with imbalances at such Delivery Point(s). In addition, TIGER will enter into OBAs with entities other than interstate and intrastate pipelines, provided that such OBAs are operationally feasible and are subject to TIGER's Tariff, including credit requirements.

(c) Receipt Points. TIGER agrees that it will negotiate with each entity that controls supplies entering TIGER's System at interconnection points and/or Receipt Point(s) (Balance Operator) in a good faith effort to reach an agreement to deal with imbalances at such Receipt Point(s). A Balance Operator entering into an OBA at Receipt Points on the Supply Leg may include all such Receipt Points under an OBA and net imbalances at each such Receipt Points together to obtain the Balance Operator's aggregate imbalance, provided that a separate OBA shall be required for Receipt Point(s) which are located east of Highway 789.

(d) TIGER may rely on Predetermined Allocation Agreement(s) under Sections 7 and 8 of these General Terms and Conditions, at Receipt and/or Delivery Point(s), as applicable,

which Agreement shall be subject to same terms and conditions as set forth in subsection (e) parts (1) through (4) herein.

(e) An OBA Agreement shall be subject to the following conditions:

(1) Such agreement must set out a mutually agreeable procedure for dealing at the Delivery and/or Receipt Point(s), as between TIGER and Balance Operator, with any difference between confirmed nominations and actual physical Gas flow caused by operational conditions; such an agreement may include imbalances charges and penalties, and/or limitations on the volume of imbalance which may be accommodated, but TIGER is not obligated to agree to include any provisions for cash out of imbalances;

(2) Quantities nominated by Shipper are confirmed on a reliable basis by the Balance Operator.

(3) The Balance Operator must meet the same creditworthiness standards as Shipper(s) for whom it is operating on behalf of;

(4) TIGER and Balance Operator must not have previously entered into such agreement which was terminated because of Balance Operator's failure to perform. Nothing herein is intended to restrict TIGER's right to terminate in accordance with its terms any agreement entered into hereunder, including without limitation the right to terminate for Balance Operator's failure to perform consistent with its obligations under the agreement.

## 6.12 POOLING POINTS

(a) Two Pooling Points have been designated for TIGER's System. These Points are not physical Points on the TIGER System, but are paper Points for purposes of Receipt Points on the Supply Leg that are used for aggregation and nomination purposes and to provide pooling services, consistent with this Section 6.12.

(b) Gas may be received from or delivered to a Pooling Point under either an FTS Agreement, ITS Agreement, or PALS Agreement. Shippers may also deliver Gas to the Pooling Point(s) under a pooling nomination.

(c) Shippers may nominate Gas quantities from a Receipt Point(s) on the Supply Leg for delivery to a Pooling Point in order to aggregate supplies as long as such Gas quantities are nominated for simultaneous receipt and further delivery on TIGER under either an FTS or ITS Agreement.

(d) The Pooling Point(s) may not be specified as a primary Receipt or Delivery Point; except when Shipper elects to segment its firm contract at the Pooling Point(s), in which case the Pooling Point will serve as the primary Delivery Point on the upstream segment and the Pooling Point will serve as the primary Receipt Point on the downstream segment for purposes of applying scheduling priorities.

(e) Nominations to and from a Pooling Point will be subject to the same nomination and confirmation procedures as all other receipts and deliveries. No imbalances will be permitted at a Pooling Point but Gas may be parked or loaned at a Pooling Point, subject to the provisions of Rate Schedule PALS.

(f) For scheduling and curtailment purposes, the priority of service for transportation to or from a Pooling Point is based on the transportation Agreement nominating Gas away from the Pooling Point. Gas shall not be confirmed at a Pooling Point to the extent capacity constraints exist which affect any such receipts or deliveries, applying the priorities set out above.

(g) Charges to and from TIGER's Pooling Points. There are no transportation commodity charges or Fuel Gas, Booster Compression Fuel or Lost and Unaccounted for Gas or other charges applicable to transportation of Gas on a Pooling Agreement to a Pooling Point. Shippers may utilize a Pooling Point as a Receipt Point or Delivery Point on an FTS, ITS, or PALS Agreement or Shipper may execute and use a Pooling Agreement for aggregation service to a Pooling Point. If Gas is moved from a Pooling Point to a Delivery Point, Shipper must utilize an FTS or ITS Agreement with TIGER and pay all applicable charges including, without limitation, reservation, commodity and Fuel Gas, Booster Compression Fuel and Lost and Unaccounted for Gas charges.

(h) An FTS Agreement may be segmented at any point, including a Pooling Point. For purposes of segmentation, the two Pooling Points shall be deemed to be located at Highway 789 and the suction side of the Bienville Parish, Louisiana compressor station.

(i) Gas may be bought and sold at a Pooling Point subject to the provisions of this Section 6.12.

### 6.13 SEGMENTATION

(a) A Shipper may segment its firm capacity to the extent operationally feasible through the nomination process; provided, however, that segmentation involving Pooling Points is subject to Section 6.12. In addition, any Shipper may segment its firm capacity by releasing one or more segments of that capacity (the Releasing Shipper may retain one or more segments of its capacity), to the extent operationally feasible, by following the procedures set out in Section 14 of these General Terms and Conditions. In the case of segmentation through release, the Releasing Shipper may segment by nomination any portion of the capacity it retains to the extent operationally feasible and the Replacement Shipper may segment by nomination any portion of the capacity it obtains in the release to the extent operationally feasible.

(b) For the purposes of this Section 6.13 and subject to the other provisions hereof, whether segmentation is through nomination or results from the release of firm capacity on a segmented basis, the primary path under an Agreement may be segmented, and segmentation may extend outside the primary path to the extent consistent with this Section 6.13, and such segmentation shall be deemed operationally feasible unless:

(1) the segmentation would result in an increase in firm contractual obligation by TIGER on any segment or portion of its System (through an overlap of segments); or

(2) the segmentation would result in a forward-haul in a direction opposite to the primary path of the Agreement being segmented [backhauls are addressed in (d) below].

(c) In the event a firm capacity path is segmented under this Section 6.13, each segment shall have access to all secondary points within Shipper's primary path. Any Point which is outside the primary path for the segment shall be treated as out-of-path secondary in relation to nominations for that segment. In the case of a segmented release, if nominations result in an overlapping path, through nomination at out-of-path secondary points, overrun charges for quantities in excess of the MDQ under the original Agreement in the area of overlap shall be applied as follows:

(1) (i) if a Shipper is nominating or flowing within the primary path under its segment, overrun shall not apply to that segment so long as such Shipper is within its MDQ on that segment and any overrun shall be assigned to the segment on which Shipper is nominating and flowing outside its path; (ii) if a Shipper is nominating or flowing in excess of its MDQ on a segment under the segmented release, the Shipper shall be assessed overrun charges based on the quantities in excess of its MDQ; and (iii) where the Shipper on each segment is within its MDQ, but is nominating on a secondary out-of-path basis so as to create an overlap in nominated paths, and aggregate nomination by the Releasing and Replacement Shipper in the area of overlap are in excess of the original contract MDQ, then except as provided in (i) and (ii), overrun charges will be assessed to the Releasing Shipper unless the release specifies that such overrun charges are to be assessed to the Replacement Shipper.

(d) The direction of flow for path segments must be the same direction of flow as for the original path unless TIGER agrees otherwise or unless such a change in direction of flow is consistent with the Agreement. A Shipper may segment a backhaul if such backhaul can be nominated and scheduled on any Day on TIGER's System. However, if a Shipper desires assurance that it may segment a backhaul transaction for a longer period of time (beyond the current Gas Day), such Shipper's segmentation shall be subject to review by TIGER on a case-by-case basis as to whether a backhaul on each resulting segment is operationally feasible. The Shipper (or Replacement Shipper in the case of a release) may nominate service at Receipt and Delivery Points for the path segment that results in a reverse flow from the original path; however, such a nomination will be treated as being secondary outside of the path. Subject to the availability of Point capacity and to ordinary nomination procedures, deliveries may be made at the same Point for a forward haul on the upstream segment and a backhaul of the downstream segment and such nominations will not create a Point overrun so long as nominations in either direction do not exceed the MDQ. The forward haul will have priority at the Point if the Point capacity is not adequate. At the point of segmentation, deliveries may be nominated on the upstream segment up to MDQ and receipts may be nominated on the downstream segment up to MDQ, subject to constraints on Point capacity and ordinary scheduling procedures and priorities.

(e) (1) Subject to the remainder of this subsection 6.13(e), the Releasing and Replacement Shipper involved in a segmented release may each choose primary Receipt Points and primary Delivery Points equal to their respective contract MDQs after the release; provided, however, that the resulting segments may not overlap in a way that exceeds the MDQ of the original contract on a segment. If the points chosen are within the path of the original Agreement and do not involve changing a primary Point thereunder, the Point designations shall be accepted, subject only to the availability of firm capacity at those Points and agreement on the rate applicable at the new primary Points. If one or more Points are outside the path of the original Agreement, then TIGER's generally applicable Point change procedures in Section 2.1(d) of these General Terms and Conditions and the provisions of subsection 6.13(e)(2) shall apply. Any primary Point established under this subsection 6.13(e) which was not a primary Point under the original Agreement and is not reflected in a Point change which affects the original Agreement, will have the same priority and rights as any other primary Point, but shall be a primary Point only until the term of the release ends or until that primary Point is changed by Shipper pursuant to the provisions of this Tariff, as applicable. Such an additional primary Point may not be designated if a Shipper is releasing to itself. If firm capacity is not available at the Point or to the Point, the Shipper may designate such Points (not overlapping with other segments) in defining a segment, but the Points shall have secondary Point priority (either in-path or out-of-path, as applicable).

(2) A Shipper, a Replacement Shipper or a Sub-replacement Shipper may change the primary Receipt or Delivery Point(s) listed in the Agreement to new primary Point(s) subject to the point change provisions of Section 2.1(d) of these General Terms and Conditions, if the Shipper (or in the case of a release, the Original Shipper) and TIGER agree to amend the Agreement, or in the case of a release the original Agreement, to change the primary Receipt and Delivery Point(s) accordingly; provided, however, that the consent of the Original Shipper shall not be required in the case of a permanent release by that Original Shipper of its firm capacity. TIGER shall not be obligated to reserve firm capacity to reinstate the former primary Point(s) upon expiration of the segmentation or the capacity release.

(3) Where a Replacement Shipper selects a primary Point which is outside the primary path under the Releasing Shipper's contract (and thus creates a new primary path at least partially outside the original primary path), any recall by the Releasing Shipper will be of capacity which contains the changed primary Points, not the Releasing Shipper's original primary Points.

## 7. DETERMINATION OF DAILY RECEIPTS

7.1 To the extent feasible, all quantities received by TIGER at a Receipt Point shall be allocated in accordance with the confirmed nominations for that Point. In the event the actual quantities received by TIGER do not equal the confirmed nominations for that Point, any underage or overage will be allocated as follows:

(a) First, in accordance with the effective predetermined allocations (PDAs) submitted by those entities (Allocators) owning or controlling the Gas being delivered to TIGER. An OBA may be one type of a PDA. Shipper agrees that such an allocation is binding on Shipper.

(b) Then, if there is no effective PDA, pro rata to the extent applicable based on confirmed nominations or transfer nominations, as applicable. Shipper agrees that such an allocation is binding on Shipper.

7.2 The upstream or downstream party providing the Point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the Gas Day, except that no other PDAs need be submitted if an OBA is in effect at a Point. Unless otherwise agreed, all PDAs must be submitted to TIGER through TIGER's Interactive Website or through EDI before the start of the Day the PDA is to be effective. Such PDA shall specify how any underage or overage from the confirmed nominated quantities should be allocated among the entities listed on the PDA. TIGER shall acknowledge receipt and acceptance of the PDA through TIGER's Interactive Website or EDI if received through TIGER's Interactive Website or via EDI if received via EDI. Such notification of acknowledgment and acceptance will be within fifteen (15) minutes of receipt via TIGER's Interactive Website if received via TIGER's Interactive Website or via EDI if received via EDI. TIGER's acceptance is contingent on TIGER being able to administer the allocation submitted by the Allocator. Allocation methodology types upon which parties may agree are: ranked, pro rata, percentages, swing and operator provided value. Other examples of allocation methods which can be used are matching of supply sources with specified customers, and combinations of methodology types. Different methods may be submitted for overages or underages. If the parties cannot agree, Section 7.1(b) shall apply.

7.3 A PDA will be effective as of the date specified thereon (which may not be earlier than the date on which the PDA is submitted to TIGER unless otherwise agreed) and will continue in effect through the end of the Month unless the Allocator submits a new PDA that is accepted by TIGER. PDAs may be submitted to TIGER on any Business Day or Days during the Month and should be submitted if necessary to reflect any changes in the Shippers or the allocation method at the Point.

7.4 Allocators who submit PDAs should include the operator of the upstream facilities, the Shippers or producers/owners of the Gas being delivered by the upstream entity, buyers of the Gas who are in turn selling the Gas at that Point, and Shippers who are using more than one transportation Agreement at that Point.

7.5 After the end of each Month, TIGER shall provide via TIGER's Interactive Website each Allocator who submits effective PDA(s) with a Monthly allocation statement showing the quantities allocated in accordance with such PDA(s).

7.6 TIGER may rely conclusively on effective PDAs in allocating the Gas received at a Point. No retroactive changes to the PDA or to any allocation under a PDA may be made unless TIGER and all affected parties agree.

## 8. DETERMINATION OF DELIVERIES

### 8.1 PREDETERMINED ALLOCATIONS

In accounting for the quantities delivered by TIGER, in circumstances where multiple services are provided at any Delivery Point, the sequence of quantities delivered shall be determined by a predetermined allocation agreement (PDA) between TIGER and the operator of the facilities immediately downstream of the Point at which TIGER delivers Gas. An OBA may be one form of a PDA. The upstream or downstream party providing the Point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the Gas Day. In the absence of such an agreement, Section 8.2 shall control. Any new or proposed change to the methodology should be sent to TIGER before the start of the Day on which the methodology is to be effective. Unless otherwise agreed, TIGER shall confirm receipt of the methodology within fifteen (15) minutes via TIGER's Interactive Website if received via TIGER's Interactive Website or via EDI if received via EDI. TIGER's acceptance is contingent on TIGER being able to administer the allocation submitted by the Allocator. Allocation methodology types upon which two parties may agree are: ranked, pro rata, percentages, swing and operator provided value. Other examples of allocation methods that can be used are combinations of methodology types. Different methods may be submitted for overages and underages. No retroactive change to the PDA or to any allocation under a PDA shall be made unless TIGER and all affected parties agree.

### 8.2 DELIVERY SEQUENCE

Unless otherwise agreed, Gas at any Delivery Point shall be deemed to have been delivered in the following sequence:

- (a) Quantities scheduled under firm transportation Agreements consistent with confirmed nominations and within MDQ;
- (b) Authorized Overrun Service under FTS Agreements consistent with confirmed nominations and quantities scheduled under Rate Schedules ITS or PALS consistent with confirmed nominations and within MDQ; and
- (c) Additional quantities shall be allocated pro rata based on confirmed nominations among Rate Schedules ITS and PALS Agreements under which Shippers nominated for that Day.

## 9. AUTHORIZED AND UNAUTHORIZED OVERRUN SERVICE CHARGES AND PENALTY REVENUE

### 9.1 AUTHORIZED OVERRUN SERVICE CHARGES

If deliveries to a Shipper exceed its MDQ under an Agreement but represent quantities properly nominated and confirmed, an Authorized Overrun Charge shall apply. The applicable maximum Authorized Overrun Charge for transportation under Rate Schedule FTS shall be a maximum Authorized Overrun rate determined as the 100% load factor derivative of the maximum reservation and commodity rates. The applicable maximum Authorized Overrun rate under Rate Schedule ITS or PALS shall equal the maximum rate for Rate Schedule ITS or PALS (separate rates are set out in this Tariff). The maximum Authorized Overrun Charge under Rate Schedule ITS or PALS shall equal the maximum Authorized Overrun rate multiplied by the number of Dth of the Authorized Overrun Service. Such Authorized Overrun rates may be discounted on a non-discriminatory basis to any level between the minimum and the maximum Authorized Overrun rate or may be determined pursuant to a Negotiated Rate agreement.

### 9.2 UNAUTHORIZED OVERRUN SERVICE CHARGES

If an Unauthorized Overrun Service Charge applies, the Shipper shall pay TIGER an Unauthorized Overrun Service Charge equal to the quantity of the Gas the Shipper delivered in excess of confirmed nominations multiplied by the Unauthorized Overrun Service rate. The maximum Unauthorized Overrun Service rate is 2 times the maximum Rate Schedule ITS Commodity rate; provided, however, that the Unauthorized Overrun Service rate may be discounted to any level between the minimum and this maximum rate or may be determined pursuant to a Negotiated Rate agreement. Swings accommodated under an OBA shall not be subject to a charge under this provision.

### 9.3 PENALTY REVENUE

All amounts collected by TIGER for penalties, commencing with the Commencement Date, shall be determined for each annual period ending December 31 and distributed, through a credit to current billings wherever feasible, within ninety (90) days after each December 31 (the initial period shall be the partial annual period commencing with the Commencement Date and ending on the ensuing December 31). For purposes of this subsection, penalties shall include Balancing Service Charges and charges for failure to comply with an Operational Flow Order (including during a Critical Time). Such distribution shall be made as follows:

(a) These amounts shall be used first to compensate TIGER for any cash out expenses and for any extraordinary out-of-pocket costs it has incurred (including any compensation TIGER agreed to provide for voluntary actions) to alleviate the conditions created by the violation or which resulted in the issuance of an Operational Flow Order or the declaration of Critical Time or

other operational action taken by TIGER under Section 31 of these General Terms and Conditions. Costs that may be netted against penalty revenue may include only actual, verifiable and prudent incremental costs incurred to resolve the reliability concerns actually caused by the particular party or parties against which the penalty has been assessed and must relate to a circumstance which resulted in the penalty revenue to be credited under this provision. If these amounts are not adequate to reimburse TIGER for its expenses, such unreimbursed expenses shall be carried forward to future annual periods until recouped.

(b) (1) Any remaining amounts will be refunded pro rata to all Shippers, except as provided below, through a credit to current billing wherever feasible, based on each Shipper's total of the MDQs under FTS Agreements, plus nominated and confirmed (scheduled) quantities under Rate Schedule ITS, plus the quantity of gas parked or loaned each month under each PALS Agreement; provided, however, that such calculation shall exclude quantities for any Shipper during any Month in which such Shipper failed to comply with an Operational Flow Order. In the event that for any Month, no penalty revenues are distributed because all Shippers failed to comply with Operational Flow Orders that Month, then the amount of penalty revenue for that Month may be held by TIGER for application under Section 9.3(a) for a period of up to two (2) years, at which time that amount will be included in the amounts for distribution in the then current annual period to the extent not offset by costs under Section 9.3(a). The refunds in the prior sentence shall be calculated on a Monthly basis but distribution of the credit shall be annual. If the costs to be netted against penalty revenue exceed the penalty revenue in any Month, the excess costs may be carried forward to be applied against penalty revenue in subsequent Months. Thus, while distribution is made annually, the net penalty revenue credit shall be calculated on a Monthly basis, subject to the carry forward of costs as stated in the prior sentence. A Shipper which incurred Unauthorized Overrun Service Charges or which failed to comply with an Operational Flow Order shall be excluded from distribution of net penalty revenues only for the Month in which that violation occurred.

(2) Where capacity has been released, any amounts distributed to the Original Shipper and the calculation and amounts distributed to the Original Shipper shall be based on the MDQ and flowing quantities of Gas for that Shipper (without considering any contracts of Replacement Shippers) during the relevant annual period; provided, however, that in the case of a permanent release, any amounts distributed hereunder with respect to the released capacity shall be distributed to the Replacement Shipper and the calculation and the amounts distributed to the Replacement Shipper shall be based on the MDQ and flowing quantity for that Replacement Shipper during the relevant annual period. TIGER shall file with the Commission a refund report for each annual distribution of penalty revenue under this subsection.

## 10. IMBALANCES AND SCHEDULING CHARGES

### 10.1 RESPONSIBILITY FOR BALANCING

Shippers are obligated to deliver and receive Gas in conformance with their confirmed (scheduled) nominations. TIGER will attempt to enter into OBAs which deal with imbalances as defined in Section 1.32 of this General Terms and Conditions. If an OBA is not feasible or the imbalance is beyond the terms of the OBA, however, Shippers are also responsible for conforming their takes at Delivery Points with their deliveries to TIGER at Receipt Points each Day. TIGER has no obligation to deliver for the account of a Shipper more quantities of Gas than TIGER has received for the account of the Shipper or to accept for the account of the Shipper more quantities of Gas than are being delivered for the account of the Shipper on any Day.

### 10.2 NETTING AND TRADING OF IMBALANCES

At the end of each calendar Month, to the extent the net receipts (with the appropriate deductions for the applicable Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas) do not equal deliveries under an Agreement on a Dth basis [such imbalances shall be separately determined by Operational Impact Area as defined in Section 10.4(d) hereof] and for imbalances that may be created at a Point level in specific Operational Impact Areas due to the differences between the nominated and or confirmed and allocated activity, but may offset at the contract level, the following netting and trading procedures will apply:

(a) Imbalances under a Shipper's different Agreements will then be netted together for each Operational Impact Area to obtain the Shipper's aggregate imbalance for each Operational Impact Area, which will be either an Overage Imbalance or an Underage Imbalance as defined in Section 10.4 hereof. Netting must be done within the Operational Impact Areas defined in Section 10.4(d) of these General Terms and Conditions. Shippers may only decrease their Overage and Underage Imbalances through trading and must do so within the Operational Impact Area where the imbalance exists.

(b) To assist Shippers in arranging trades, TIGER will post on its Interactive Website the Total Aggregate Imbalance by Operational Impact Area of any Shipper which has notified TIGER that it has elected to have such information posted. Notification by the Shipper may be in writing or on TIGER's Interactive Website and shall be effective by 8:00 a.m. on the next Business Day (Central Clock Time) if the notification is received by 11:45 a.m. on a Business Day. Imbalance information authorized for posting through such notification shall be posted no later than the ninth Business Day of the Month after the imbalance occurred. Shippers shall have the ability to post and trade imbalances until the seventeenth Business Day of the Month after the imbalance occurred; provided, however, that imbalances can only be traded within the Operational Impact Areas defined in Section 10.4(d) of these General Terms and Conditions.

(c) TIGER shall enable the imbalance trading process via its Interactive Website

or other mutually agreeable electronic means by:

- (1) Receiving the Request for Imbalance Trade,
- (2) Receiving the Imbalance Trade Confirmation,
- (3) Sending the Imbalance Trade Notification, and
- (4) Reflecting the trade prior to or on the next Monthly Shipper Total Aggregate Imbalance or cash out.

(d) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by TIGER.

(e) After receipt of an Imbalance Trade Confirmation, TIGER shall, upon review and approval, effectuate the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (Central Clock Time) the next Business Day.

(f) All trade requests for trades and accommodations will be initiated via Interactive Website or other mutually agreeable electronic means.

(g) Subject to Section 10.3 below, any Shipper imbalance remaining after the netting and trading process will be cashed out each Month by Operational Impact Area pursuant to Section 10.4.

### 10.3 SCHEDULING AND SEQUENCE OF ACTIONS

In rectifying imbalances which jeopardize TIGER's ability to provide firm service, TIGER shall first attempt to control imbalances through the scheduling process. TIGER shall coordinate with the Shipper and with upstream and downstream entities to assure that the quantity of Gas delivered to Shipper or for its account and the quantity of Gas physically received by TIGER for Shipper are in close balance. In addition, Shipper may nominate quantities of Gas on any Day during the month to rectify an imbalance, subject to TIGER's scheduling and curtailment provisions, and any operational considerations that may otherwise limit the amount of Gas that TIGER may receive or deliver on such Day as payback quantities for such imbalance. In such event, TIGER shall have the right, via the confirmation process, to reduce all or a portion of such nominated payback quantities. If further action is required to control imbalances, TIGER may adjust nominations upon notice to Shipper and otherwise take actions as specified in the remainder of this Section 10. If Shipper is unavailable, adjustments will be made pursuant to a Shipper provided ranking or pro-rata if a Shipper provided ranking is not available. TIGER may also utilize Operational Control measures under Section 31 of these General Terms and Conditions to control imbalances to the extent consistent with Section 31. TIGER will provide prior notice of any action taken under Section 31 of these General Terms and Conditions, consistent with the provisions of Section 31.

#### 10.4 CASH OUT PROCEDURES

(a) Definitions:

(1) Operational Impact Area - "Operational Impact Area" shall mean either one of the two geographical locations of TIGER's System defined in Section 10.4(d) hereof, which shall be used for purposes of netting, trading, and cashing out of imbalances.

(2) Overage Imbalance - "Overage Imbalance" shall mean that excess receipts under an Agreement are owed to Shipper by TIGER.

(3) Overage Average Monthly Index Price - "Overage Average Monthly Index Price" or "OAMIP" shall mean the applicable index prices used in determining cash out amounts to resolve Overage Imbalances, as provided in this Section 10.4.

(4) Underage Imbalance - "Underage Imbalance" shall mean that excess deliveries under an Agreement are due from Shipper to TIGER.

(5) Underage Average Monthly Index Price - "Underage Average Monthly Index Price" or "UAMIP" shall mean the applicable index prices used in determining cash out amounts to resolve Underage Imbalances, as provided in this Section 10.4.

(b) Any Overage and/or Underage Imbalances remaining after trading of Imbalances will be cashed out on a tiered basis pursuant to the following schedule, unless other means of disposition are mutually agreed between TIGER and Shipper:

Imbalance Level -----	Overage (TIGER Pays Shipper) -----	Underage (Shipper Pays TIGER) -----
0% to 5%	100% x OAMIP	100% x UAMIP
Greater than 5% to 10%	90% x OAMIP	110% x UAMIP
Greater than 10% to 15%	80% x OAMIP	120% x UAMIP
Greater than 15% to 20%	70% x OAMIP	130% x UAMIP
Greater than 20%	60% x OAMIP	140% x UAMIP

A Shipper's remaining Overage and/or Underage Imbalances will be cashed out based on the percentage of the respective Overage or Underage Imbalance, as applicable, compared to the total allocated receipts for that Shipper during the Month. An Overage Imbalance will be cashed out at the Overage Average Monthly Index Price, and an Underage Imbalance will be cashed out at the Underage Average Monthly Index Price, as defined in Section 10.4(g) and Section 10.4(h) hereof, respectively. For example, if the total allocated receipts were 1,000 Dth and the remaining Underage Imbalance after offsetting with other Shippers was 100 Dth, the total

Imbalance Level would be 10%. The first 5% (50 Dth) would be cashed out at 100% of the UAMIP and the remaining 50 Dth would be cashed out at 110% of the UAMIP.

(c) The Monthly Index Price (MIP) is based on prices as reported in Platts' "Gas Daily". TIGER shall use either the highest weekly average price or the lowest weekly average price determined for each Month as the MIP for all monthly Imbalances subject to cash out hereunder, as described below. The average price for each week shall be the price for the applicable location indicated below in the referenced publication in the table entitled "Weekly weighted average prices" (or the superseding reference if the publication titling is revised). The issues of such publication to be used in determining each Month's highest weekly average price and lowest weekly average price shall include all issues containing the above-referenced table with publication dates within the calendar month in which the Imbalance occurred, plus the first publication of the next Month after the Imbalance occurred containing the above-referenced table. If the weekly price for one or both of the locations below is no longer published by Gas Daily, the equivalent prices in the Intelligence Press publication "Weekly Gas Price Index", under the column labeled "avg." in the table entitled "Spot Gas Prices" will be used to determine the MIP's for both locations.

(1) For Gas owed TIGER (Underage Imbalances), the MIP shall be the highest of the weekly average prices for the applicable location indicated below for the Month in which the Imbalance occurred.

(2) For Gas owed Shipper (Overage Imbalances), the MIP shall be the lowest of the weekly average prices for the applicable location indicated below for the Month in which the Imbalance occurred.

(d) Trading and cash out of imbalances shall be implemented within Operational Impact Areas (OIAs). There are two Operational Impact Areas on the TIGER System. OIA-1 is defined as the area west of and including the compressor station located in Bienville Parish, Louisiana, and uses a price determined as the Gas Daily weekly weighted average price for the Carthage Hub; OIA-2 is defined as the area east of the compressor station located in Bienville Parish, Louisiana and uses the Gas Daily weekly weighted average price for Texas Gas, Zone 1.

(e) Following the period for netting, offsetting, buying and/or selling Imbalances, Shippers with remaining imbalances shall pay TIGER or will be credited with the appropriate cash out amounts, unless otherwise agreed to in writing by TIGER.

(f) In each instance when a Shipper(s) must cash out its remaining imbalances in any Operational Impact Area, TIGER shall have the right to review the circumstances surrounding such remaining Imbalance and, in its judgment, waive all or a portion of the cash out amount. Any such waiver shall be granted on a non-discriminatory basis to all Shippers from whom cash out amounts were collected in that instance.

(g) The Overage Average Monthly Index Price (OAMIP) is a volume-weighted average of the applicable MIPs for the two Operational Impact Areas. For purposes of this

calculation, the volume used for each Operational Impact Area shall be the net Overage Imbalance for that Operational Impact Area.

(h) The Underage Average Monthly Index Price (UAMIP) is a volume-weighted average of the applicable MIPs for the two Operational Impact Areas. For purposes of this calculation, the volume used for each Operational Impact Area shall be the net Underage Imbalance for that Operational Impact Area.

## 10.5 DETERMINING IMBALANCES OR CASH OUT

### (a) OPERATIONAL DATA VS. ACTUALS

In determining the cash out tiers applicable under Section 10.4 above, TIGER will utilize the operational data posted on Transporter's Interactive Website as of the end of the Month or the actual flow quantities, whichever results in a lower cost impact to Shipper.

### (b) PRIOR PERIOD ADJUSTMENTS

Any imbalances for a Month that are booked after the transportation for that Month has been billed will be cashed out at 100% of the applicable MIP in effect during the Month the Imbalance occurred.

## 10.6 PURCHASE AND SALE OF GAS

TIGER is not providing a supply service under any Rate Schedule of this Tariff. Nevertheless, without limitation of the foregoing, TIGER may buy and sell Gas to the extent necessary to maintain System pressure, to balance the System as necessary to assure TIGER's ability to perform and to continuing performing firm service, to maintain linepack, to implement the cash out procedures under this Section 10 and to perform other functions in connection with providing transportation service and operating its transmission System. The point of any such sale shall occur at existing Receipt or Delivery Points on the TIGER System or at a Pooling Point. Such sales shall be authorized pursuant to TIGER's blanket sales certificate. Nothing herein shall impose on TIGER any obligation to provide a supply function to any of its Shippers. In any such instance, on the next Monthly invoice, TIGER will reflect the purchase and sales amounts as an additional charge or credit, as applicable. The amounts reflected shall be supported by information which shows that the price was reasonably consistent with one or more price indices commonly utilized in the industry for the area, such as those used to determine DIP, or by a detailed explanation as to why the available indices were not appropriate under the circumstances.

## 10.7 THIRD PARTY BALANCING

At any time during the term of its firm Agreement(s) on TIGER, a firm Shipper may request that TIGER enter into a Third Party Balancing Agreement. A Third Party Balancing Agreement is a contract executed by TIGER, the firm Shipper and one or more third parties which agree to manage imbalances of that Shipper under specified firm Agreement(s) on TIGER. TIGER

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will enter into a Third Party Balancing Agreement, subject to the following conditions:

(a) The third party provider(s) is responsible for obtaining all necessary regulatory approvals of any service (certification, approval of tariffs, establishment of rates, etc.) which is being relied upon to perform the imbalance management;

(b) The Third Party Balancing Agreement must be executed by TIGER, the firm Shipper and any third party performing imbalance management. The Third Party Balancing Agreement must allow the third party imbalance management to be integrated into TIGER's operations.

(1) TIGER must have the right to call on the third party provider(s) for the agreed imbalance management on short notice, within defined parameters, to effectuate necessary operational changes.

(2) TIGER must be given timely notice of the nature and level of the imbalance management being provided by the third party provider(s) pursuant to the Third Party Balancing Agreement on any Day.

(3) The Third Party Balancing Agreement must: (i) define the operational changes the third party provider(s) will effectuate to offset the operational effects on TIGER of imbalances at Points on the System covered by the Third Party Balancing Agreement; and (ii) identify the resources or services which the third party provider(s) will utilize to implement such changes.

(4) Any third party providing imbalance management must be able to deliver or receive Gas, as applicable, at the prevailing operating pressure on TIGER's System at the relevant point(s) and the Third Party Balancing Agreement must so specify.

(5) Unless otherwise agreed, any imbalance to be covered by a Third Party Management Agreement shall reside at the point of interconnection between TIGER and the entity providing the imbalance management service.

(c) The Third Party Balancing Agreement shall specify the Agreements and the Points to be balanced and must set out the Agreement of the parties as to how imbalances are to be allocated to and accounted for at the Point(s) covered by the Third Party Balancing Agreement and any limitations on the level of imbalances to be managed under the Third Party Balancing Agreement.

(d) (1) The physical facilities or resources of the third party provider(s) (or used by such third party or parties) to perform the imbalance management must be capable of supporting the operational effects necessary to perform imbalance management, which may require almost instantaneous operational changes on TIGER.

(2) Bi-directional flow must be available at the Delivery and/or Receipt

Points involved.

(3) The third party provider(s) must have the ability to get Gas onto or off of TIGER's System in order to effectuate a true physical balancing.

(4) The Shipper or third party provider(s) may utilize services on another entity to perform imbalance management so long as all conditions of this Section 10.7 are satisfied; provided, however, that if any such entity is relying on facilities or resources it does not own or control, the entity which does own or control those facilities or resources must become a party to the Third Party Balancing Agreement.

(e) If TIGER is required to backstop the third party service provider(s), either by agreement or because the imbalance management services specified by the Third Party Balancing Agreement are not performed, TIGER must be authorized to assess charges and penalties against Shipper, the third party provider(s), or both, and the Third Party Balancing Agreement shall so provide.

(f) The Third Party Balancing Agreement will terminate if the Shipper no longer has service on TIGER under the Agreements specified in the Third Party Balancing Agreement.

#### 10.8 BALANCING SERVICE CHARGES

(a) During periods when a Critical Time or an Operational Flow Order is not in effect, Balancing Service Charges apply as set out in this subsection (a).

(1) If the quantities allocated to any FTS or ITS Agreement fail to equal the confirmed nomination under such Agreement or if quantities allocated to any PALS Agreement are inconsistent with confirmed nominations and/or available rights, as applicable, the following Balancing Service Charges shall apply, based on the degree of variance between actual deliveries, and Shipper's rights and/or confirmed nominations (no charge hereunder shall apply for variances at Receipt Points):

Variance -----	Charge -----
0% to 5%	No additional charges
5% to 10%	\$0.10/Dth
10% to 20%	\$0.20/Dth
20% to 50%	\$0.30/Dth
Above 50%	\$0.50/Dth

(2) Tiered Balancing Service Charges under this Section 10.8 shall be applied on a graduated basis, i.e., the specified charge shall apply only to that portion of the variance which is within the corresponding tier between its lower and upper percentage boundaries

(variances within a range greater than the lower boundary and equal to or less than the upper boundary) and not to any portion of the variance falling within other tiers.

(b) On any Day when an Operational Flow Order (but not a Critical Time) is in effect, if actual receipts or deliveries allocated to a Shipper at any point or under any Agreement do not conform to such Shipper's confirmed nominations applicable to such point and/or Agreement, Balancing Service Charges will be assessed on such variances that are detrimental to TIGER's System, based on the conditions described in or giving rise to the Operational Flow Order. Notwithstanding the foregoing, Balancing Service Charges shall not be assessed for variance at Receipt Points unless explicitly stated in the Operational Flow Order. The Operational Flow Order shall also state whether the charges are to be based on variances at individual Points, or by OIA. Where Balancing Service Charges apply under this subsection (b), they shall be in lieu of Balancing Service Charges under subsection (a). Balancing Service Charges during this period will be as follows, based on the variance between actual receipts or deliveries and the applicable confirmed nominations. For purposes of assessing Balancing Service Charges, the applicable DIP specified below shall be the DIP for the OIA where the variance or imbalance occurred.

Variance -----	Charge -----
0% to 3%	No additional charges
3% to 10%	Greater of \$1.00/Dth or 50% of DIP
10% to 20%	Greater of \$2.00/Dth or 1 times DIP
20% to 50%	Greater of \$4.00/Dth or 2 times DIP
Above 50%	Greater of \$8.00/Dth or 4 times DIP

(c) On any Day when a Critical Time is in effect, if actual receipts or actual deliveries allocated to Shipper at any Point or under any Agreement do not conform to confirmed nominated quantities and rights applicable to such Point or Agreement, Balancing Service Charges will be assessed for the variances that are to the detriment of TIGER's System. Charges hereunder shall be in lieu of any otherwise applicable Balancing Service Charges under subsections (a) and (b). The Balancing Service Charges in effect during a Critical Time will be as follows:

Variance -----	Charge -----
0% to 3%	Greater of \$4.00/Dth or 2 times DIP
3% to 10%	Greater of \$12.00/Dth or 6 times DIP
10% to 20%	Greater of \$40.00/Dth or 20 times DIP
20% to 50%	Greater of \$80.00/Dth or 40 times DIP
Above 50%	Greater of \$200.00/Dth or 100 times DIP

Any imbalance created during a Critical Time that is not eliminated before the end of the month will be subject to the cash out provisions of Section 10.4; provided, however, that any remaining imbalance created during a Critical Time which helped the System will be cashed out at 100% of

the OAMIP or UAMIP used for calculating Underage or Overage Imbalances, as applicable, for the Operational Impact Area in which the imbalance occurred.

(d) TIGER may discount or waive any charges under this Section 10.8 on a basis which is not unduly discriminatory.

## 11. STATEMENTS, BILLING, PAYMENT AND DISCOUNTING POLICY

### 11.1 STATEMENT AND INVOICES

The imbalance statement should be rendered prior to or with the invoice and the transportation invoice should be rendered on or before the 9<sup>th</sup> Business Day after the end of the production Month. Rendered is defined as postmarked, time-stamped, and delivered (made available) to the designated site. Invoices will be based on actuals (if available) or best available data. Quantities at points where OBAs exist will be invoiced based on scheduled quantities.

### 11.2 SHIPPER INFORMATION

If information is required from Shipper, or its designee, to actualize quantities or allocations, Shipper shall furnish the required information, or cause it to be furnished, to TIGER, on or before the tenth (10th) day of each Month.

### 11.3 IMBALANCE STATEMENT

Imbalance statements will be generated at the same time or prior to the generation of the invoice. TIGER shall render the Gas imbalance statement which details in Dth, by Operational Impact Area, the Gas received and delivered each Month at the Receipt and Delivery Point(s) based on the best information available.

### 11.4 PAYMENT

Shipper shall pay to TIGER by wire transfer to a bank designated by TIGER, the amount due TIGER for services provided pursuant to an Agreement during the appropriate calendar Month as reflected in the billing described above, within ten (10) calendar days after the date of receipt of such billing. For purposes of this Section, the bill is deemed to be received by Shipper on the date sent to Shipper's designated site if sent by EDI or by e-mail, or three (3) days after the postmark date if sent by mail. The invoice number should be identified on all payments and the Shipper should submit supporting documentation identifying what is being paid. TIGER shall apply payment per such supporting documentation. If payment differs from the invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer in which case the remittance detail is due within two (2) Business Days of the payment due date. Should Shipper fail to pay any undisputed portion of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the maximum allowable interest permitted under the Commission's Regulations. For any amount to be considered "disputed," Shipper must provide appropriate documentation supporting and identifying the basis for the dispute. If Shipper fails to make payment in accordance with this Section, TIGER may, in addition to any other remedy it may have under this Tariff or under commercial law: (a) suspend deliveries or terminate service as provided in Sections 2.8 or 12.2 of these General Terms and Conditions; and (b) offset such deficient payments against any payments, refunds or credits owed by TIGER to Shipper.

## 11.5 ADJUSTMENT OF ERRORS

(a) 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. 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 this standard. 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.

(b) Any error discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. However, in no event will any changes be made after twenty-four (24) Months from the date of statements, billings or payment, based on actualized quantities, unless the parties mutually agree.

## 11.6 DISCOUNTING POLICY FOR RATES AND CHARGES

TIGER reserves the right to provide, by contract with any Shipper, for adjustment at any time of the rates for service to a level below the maximum rates applicable to such service, as stated in this Tariff, but (except as permitted under Section 30 of these General Terms and Conditions) no less than the minimum rates as applicable to such service, as stated in this Tariff. To the extent TIGER agrees to a discount of any reservation rates and reservation surcharges for firm transportation service, the discount will be apportioned first to the base reservation rate, and second, if the discount is greater than such base reservation rate, to any applicable reservation surcharge. To the extent TIGER agrees to discount any commodity rates and commodity surcharges for firm transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to the commodity surcharge. To the extent TIGER agrees to a discount of any commodity rates and commodity surcharges for interruptible transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to any applicable commodity surcharge. Nothing herein will require TIGER to agree to any discount. Discounting is governed by Section 34 of these General Terms and Conditions.

## 12. EVALUATION OF CREDIT

12.1 In evaluating requests for service and for certain other purposes under this Tariff, including Sections 2.8 and 12.2 of these General Terms and Conditions, TIGER will perform a credit appraisal of Shipper.

(a) Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying creditworthiness requirement on an on-going basis. TIGER's credit appraisal procedures involve the establishment of dollar credit limits on a standardized, nondiscriminatory basis. To the extent that a Shipper's accounts with TIGER do not exceed such limit, and Shipper has met all creditworthiness requirements as determined in periodic credit reviews by TIGER, which reviews may be conducted on at least an annual basis, new credit appraisals may be required when an existing Agreement is amended or a request for a new Agreement is made, subject to the provisions of Section 2.8 and 12.2 of these General Terms and Conditions. To determine creditworthiness, a credit appraisal shall be performed in accordance with the following criteria:

(1) TIGER shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to perform the payment of obligations due to TIGER over the term of the requested or existing Agreement(s). The creditworthiness requirements of this Section 12 shall apply to any assignment (in whole or in part) of any Agreement or any release of an Agreement.

(2) A Shipper will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") (provided, however, that if the Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, TIGER may require further analysis as discussed below in Section 12.1(a)(3) of this General Terms and Conditions); and (ii) the sum of reservation fees, commodity fees 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, the lower rating applies. For the purposes of this Section 12, 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 TIGER's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to tangible net worth for credit evaluation purposes, TIGER will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current tangible net worth. If a Shipper has multiple service agreements with TIGER, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

(3) If Shipper does not meet the criteria described above, then Shipper may request that TIGER evaluate its creditworthiness based upon the level of service requested relative to the Shipper's current and future ability to meet its obligations.

Such credit appraisal shall be based upon TIGER's evaluation of the following information and credit criteria:

(i) S&P and Moody's opinions, watch alerts, and rating actions and reports, rating, opinions and other actions by Dun and Bradstreet and other credit reporting agencies will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by TIGER to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Results of bank and trade reference checks and credit reports must demonstrate that a Shipper is paying its obligations in a timely manner.

(iv) 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 if TIGER is assured that the service billing 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.

(v) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by TIGER and whether Shipper is paying and has paid its account balances according to the terms established in its Agreements (excluding amounts as to which there is a good faith dispute).

(vii) The nature of the Shipper's business and the effect on that business of general economic conditions and economic conditions specific to it, including Shipper's ability to recover the costs of TIGER's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(viii) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the contract.

(4) Information which TIGER may request to be provided by Shipper to TIGER in connection with such a credit evaluation includes the following:

(i) Audited Financial Statements;

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- (ii) Annual Report;
  - (iii) Most recent filed statements with the Securities and Exchange Commission (or an equivalent authority) or other similar publicly available information;
  - (iv) For public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller, or equivalent (CFO) that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;
  - (v) For non-public entities, including those that are state-regulated utilities, the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with GAAP or equivalent;
  - (vi) For non-public entities, including those that are state-regulated utilities, an existing sworn filing, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority, showing the Shipper's current financial condition;
  - (vii) 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;
  - (viii) List of affiliates, parent companies, and subsidiaries;
  - (ix) Publicly available credit reports from credit and bond rating agencies;
  - (x) Private credit ratings, if obtained by the Shipper;
  - (xi) Bank references;
  - (xii) Trade references;
  - (xiii) Statement of legal composition; and
  - (xiv) Statement of the length of time the business has been in operation.
- (5) Upon receipt of any request from TIGER for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) shall acknowledge receipt of TIGER's request; provided, however, that TIGER and the Shipper may mutually agree to waive

this requirement. The Shipper's authorized representative(s) shall respond to TIGER's request for credit information as allowed by this Tariff, on or before the due date specified in the request. The Shipper shall provide all the credit information requested by TIGER or provide the reason(s) why any of the requested information was not provided. Upon receipt from the Shipper of all credit information provided pursuant to this Section 12, TIGER shall notify the Shipper's authorized representative(s) that it has received such information; provided, however, that TIGER and the Shipper may mutually agree to waive this requirement. The Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to this Section 12.1 and to provide to TIGER the Internet e-mail address of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet E-mail, unless otherwise agreed to by the parties. In complying with the creditworthiness related notifications pursuant to this Section 12.1, the Shipper and TIGER may mutually agree to other forms of communication in lieu of Internet E-mail notification. The obligation of TIGER to provide creditworthiness notifications is waived until the above requirement has been met. The Shipper is to manage internal distribution of any creditworthiness notices that are received. TIGER shall designate, on its Interactive Website or in written notices to the Shipper, the Internet e-mail address of up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness. The Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives and TIGER is to manage internal distribution of any such confirmations. The provisions of this paragraph relating to representatives and notification also apply to any notice related to creditworthiness under Section 2.8, 12.2, or 14.8 of these General Terms and Conditions.

(6) If TIGER concludes that a Shipper is non-creditworthy, TIGER shall provide written notice to Shipper within ten (10) days after that determination is made. If requested by Shipper, TIGER shall provide a written explanation of the reasons for this determination. A Shipper may challenge TIGER's determination by providing a written rebuttal to TIGER's explanation within ten (10) days after the explanation is provided by TIGER. TIGER shall respond to such a rebuttal in writing within ten (10) days. Any reevaluation of credit by TIGER in response to such a rebuttal by the Shipper shall be based on the credit criteria set out in this Section 12.1(a) and shall be performed as provided in Section 12.2 of these General Terms and Conditions.

(7) TIGER may agree with a Shipper in an executed precedent agreement, for service on new or expanded facilities to be constructed by TIGER, to creditworthiness provisions which differ from one or more of the provisions in this Section 12, and which, in addition to the other provisions of this Section 12, govern service provided to the Shipper pursuant to the precedent agreement.

(b) (1) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain or continue service hereunder if Shipper, at its sole discretion and except to the extent otherwise agreed, provides the security required under one of the following options:

(i) Payment in Advance: payment in advance for all fees and charges for three (3) months of service, plus a reasonable amount for the value of imbalance gas and (in the case of Rate Schedule PALS) for the value of loaned gas is required;

(ii) Standby Irrevocable Letter of Credit: a standby irrevocable letter of credit covering all such amounts for three (3) months of service plus a reasonable amount for the value of imbalance gas and for the value of loaned gas drawn upon a bank which is a U.S. bank or a U.S. branch of a foreign bank with ratings of at least A or A2 on its long-term unsecured debt securities;

(iii) Security Interest: a security interest covering all such amounts for three (3) months of service plus a reasonable amount for the value of imbalance gas and for the value of loaned gas in collateral, provided by the Shipper and found to be satisfactory to TIGER, is required;

(iv) Guarantees: a guarantee of all such amounts for three (3) months of service plus a reasonable amount for the value of imbalance gas and for the value of loaned gas by a person or another entity which satisfies the credit appraisal is required; or

(v) Other security acceptable to TIGER.

(2) By mutual agreement, in lieu of credit support under subsection (b)(1), TIGER and Shipper may enter into an agreement that provides that, in the event Shipper is deemed non-creditworthy, TIGER and its affiliates may net their respective payment obligations to Shipper or its affiliates up to the amount of the deficient credit support owed TIGER under these provisions.

(3) The value of imbalance Gas and loaned Gas shall be determined in accordance with this subsection (3). TIGER may require security from noncreditworthy Shippers for the value of imbalance Gas either under an OBA or under Rate Schedules FTS and/or ITS and of Gas loaned under Rate Schedule PALS. The amount of security necessary to collateralize imbalance Gas and Gas loans shall be equal to the outstanding quantities of imbalance Gas and of Gas previously loaned to the Shipper plus any additional quantities of imbalance Gas which TIGER reasonably expects to incur during the ensuing 12 months based on prior experience and any additional quantities of loaned Gas which TIGER is obligated to loan Shipper pursuant to an executed Request Order, times the Index Price. The Index Price as used herein shall mean, as applicable, the Midpoint Price published in Gas Daily on the Day the imbalance quantity is calculated or the loan is agreed upon (which will generally reflect the previous Business Day's activity) for the Operational Impact Area in which the imbalance or loan is to occur. If such a price is not published by Gas Daily for that day, TIGER will use a price based on an appropriate index price in another Gas Daily publication or another publication of common use in the industry as mutually agreed upon by TIGER and Shipper.

(c) Where a Shipper selects the prepayment option under Section 12.1(b) of these General Terms and Conditions and the Shipper desires to receive interest on its prepayment amount, the prepayment amounts shall be deposited in an interest-bearing escrow account if such an account has been established by Shipper which meets the criteria set out in this paragraph. The costs of establishing and maintaining the escrow account shall be borne by Shipper. The escrow bank

must be rated at least AA or better and shall not be affiliated with Shipper. The escrow arrangement shall provide for the prepayment amounts to be applied against the Shipper's obligation under its service agreement(s) with TIGER and shall grant TIGER a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. Such escrow account shall at all times maintain the amount of prepayments required under Section 12.1(b) of these General Terms and Conditions. If TIGER is required to draw down the funds in escrow, it will notify the Shipper and Shipper must replenish such funds within three (3) Business Days after such notice.

(d) In the event TIGER constructs new lateral facilities to accommodate a Shipper, TIGER may (unless otherwise agreed) 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 12.1(b) of these General Terms and Conditions, at Shipper's choice. Where lateral 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 TIGER may have regarding the construction and reimbursement of facilities.

(e) TIGER may not take any action under this Section 12.1 which conflicts with any order of the U.S. Bankruptcy Court.

12.2 (a) (1) If at any time TIGER reasonably determines based on adequate information available to it that a Shipper is not creditworthy under Section 12.1(a) of these General Terms and Conditions or if Shipper fails to maintain assurance of future performance under Section 12.1(b) of these General Terms and Conditions, TIGER may notify such Shipper in writing that it has five (5) Business Days to provide TIGER with security consistent with Section 12.1(b) of these General Terms and Conditions which is adequate to cover all charges for one Month's advance service; provided, however, that TIGER shall not be authorized to send such a notice to any Shipper which meets criteria for satisfying credit requirements set out in Section 12.1(a)(3). In addition, within thirty (30) days after such notification, the Shipper must fully comply with the means for adequate assurance of future performance, covering the full level of collateral provided for under Section 12.1(b) of these General Terms and Conditions. If the Shipper has not satisfied the requirements in either of prior two (2) sentences by the end of the specified prior notice period, TIGER may immediately suspend service to Shipper. TIGER may terminate service if it has complied with the procedures in Section 12.2(d) of these General Terms and Conditions.

(2) If TIGER does not have sufficient information to determine whether Shipper is creditworthy, it may request additional information in writing from the Shipper consistent with Section 12.1(a) of these General Terms and Conditions, and Shipper must provide such information within five (5) Business Days.

(i) If TIGER requests additional information to be used for credit evaluation after the initiation of service, TIGER, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to the Shipper and designate to whom

the response should be sent; provided that TIGER and the Shipper may mutually agree to waive this requirement.

(ii) Upon receipt of a request from TIGER for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) shall acknowledge receipt of TIGER's request; provided, however, that TIGER and the Shipper may mutually agree to waive this requirement.

(iii) The Shipper's authorized representative(s) shall respond to TIGER's request for credit information, as allowed by this Tariff, on or before the due date specified in the request, which due date must be consistent with the requirement of this Section 12.2(a)(2). The Shipper should provide all the credit information requested by TIGER or provide the reason(s) why any of the requested information was not provided.

(iv) Upon receipt from the Shipper of all credit information provided pursuant hereto, TIGER shall notify the Shipper's authorized representative(s) that it has received such information; provided, however, that TIGER and the Shipper may mutually agree to waive this requirement.

(v) Representatives and notices regarding Shipper creditworthiness shall be as provided in Section 12.1(a) of these General Terms and Conditions.

(vi) If Shipper fails to provide the requested information or if TIGER determines that the Shipper is not creditworthy based on such information, Section 12.2(a)(1) of these General Terms and Conditions shall apply for suspension of service and Section 12.2(d) of these General Terms and Conditions shall apply for termination of service.

(b) Any suspension of service hereunder shall continue until TIGER is reasonably satisfied that Shipper is creditworthy under Section 12.1(a) of these General Terms and Conditions or until Shipper has provided adequate assurance of future performance under Section 12.1(b) of these General Terms and Conditions. A Shipper shall not be obligated to pay any reservation or demand charges for suspended service attributable to the period when that service is suspended.

(c) At any time after a Shipper is determined to be non-creditworthy by TIGER, the Shipper may initiate a creditworthiness re-evaluation by TIGER. As part of the Shipper's re-evaluation request, the Shipper must either update or confirm in writing the prior information provided to TIGER related to the Shipper's creditworthiness. Such update should include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness. Such reevaluation shall be performed consistent with Section 12.1(a) of these General Terms and Conditions. After TIGER's receipt of such a request for credit reevaluation including all required information under this Tariff for evaluation of credit, TIGER shall provide a written response to Shipper within five (5) Business Days. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for TIGER's decision, or an explanation supporting a future date by which a reevaluation determination will be made. In no event should

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such reevaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's Request unless specified in this tariff or if the parties mutually agree to some later date. If TIGER determines that Shipper is now creditworthy without security, any security requirements under Section 12.1(b) of these General Terms and Conditions shall be terminated and any prepayment amounts (including any applicable interest) released to Shipper from escrow within five (5) Business Days after such determination.

(d) In addition to suspension, TIGER may terminate service if the Shipper fails to provide adequate assurance of future performance consistent with Section 12.1(b) of these General Terms and Conditions. Any such termination requires thirty (30) days' prior notice to Shipper and to the Commission. To avoid termination, the Shipper must satisfy Section 12.1(b) of these General Terms and Conditions within this notice period. Such notice may be given simultaneously with the notice provided for in Section 12.2(a)(1) of these General Terms and Conditions. If the contract is terminated, TIGER 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.) prior to settling outstanding account balances with the Shipper. TIGER shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its System.

(e) In addition to any prior notice provided for above, TIGER shall simultaneously notify the Commission in writing of any suspension or termination of service under this Section 12.2.

(f) TIGER may not take any action under this Section 12.2 which conflicts with any order of the U. S. Bankruptcy Court.

### 13. INTERACTIVE WEBSITE

#### 13.1 WEB SITE DESCRIPTION

(a) TIGER maintains the Interactive Website, a FERC compliant interactive internet web site which is available for use by Shippers and other interested parties. The web site has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of information displayed or entered through this web site are archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data is kept for a three (3) Year period, inclusive of both current and archived data.

(1) TIGER provides on the Informational Postings portion of its Interactive Website a link to the Gas quality provisions of this Tariff.

(2) TIGER provides on the Informational Postings portion of its Interactive Website daily average Gas quality information for prior Gas Day(s), to the extent routinely collected and readily available, for location(s) that are representative of mainline Gas flow. To the extent that TIGER monitors tariff-based gas quality provisions for locations representative of mainline Gas flow by non-electronic methods (e.g. spot sample), such information should be posted as soon as practicable. The gas quality information posted pursuant to this tariff provision is operational in nature.

For purposes of this tariff provision, “readily available” is that data which is currently available in electronic format or would be available electronically with minor enhancement(s) to existing data collection, processing and reporting capability.

The gas quality information should be reported in units as specified in this Tariff’s General Terms and Conditions. Gas quality information not specified in these General Terms and Conditions is posted using units determined by TIGER.

The information available for the identified location(s) is provided in a downloadable format. In any event, all applicable parties’ compliance with Gas quality requirements is in accordance with TIGER’s Tariff for general terms and conditions. Listed below are examples of Gas quality attributes:

- Heating Value
- Interchangeability index(ices)/factor(s)
- Hydrocarbon liquid drop out control parameter(s)/factor(s)
- Hydrocarbon Components, % of C1 - Cnn, as used in Determining Heating Value
- Specific Gravity
- Water

Nitrogen  
Carbon Dioxide  
Oxygen  
Hydrogen  
Helium  
Total Sulfur  
Hydrogen Sulfide  
Carbonyl Sulfide  
Mercaptans  
Mercury and/or any other contaminants being measured  
Other pertinent Gas quality information that is specified in TIGER's Tariff for general

terms and conditions

(3) Data posted pursuant to Section 13.1(a)(2) are made available on TIGER's Interactive Website for the most recent three-Month period. Beyond the initial three-Month period, the historical data is made available offline in accordance with regulatory requirements. Such posted data are provided in a tabular downloadable file described by TIGER in the posting. The first row of the file contains the column headers and data begins on the second row of the file. In addition, one of the columns contains the applicable Gas Day. For any location(s), TIGER may, at its discretion, elect to provide Gas quality information in addition to that specified in the prior paragraph. TIGER may choose how to provide the information.

(b) The non-secure information is primarily comprised of FERC mandated informational postings. TIGER may add informational sections to this web site in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Quantity Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logons and passwords required to enter the secure region of the web site may be obtained per the procedures outlined in Section 13.2.

#### (1) INFORMATIONAL POSTINGS AND PLANNING TOOLS

The types of information available through the Informational Postings selection of this web site include: (i) all marketing affiliate information, including names and addresses for marketing affiliates; (ii) reports on operationally available capacity, design capacity, unsubscribed capacity and released capacity at Receipt/Delivery Points; (iii) critical notices concerning capacity related issues and non-critical notices, providing relevant contracts and customer information; (iv) the FERC Index of Customers and the FERC Contract Transactional Postings; (v) the Tariff, with search, download and print capabilities; (vi) imbalance quantities available for trading among Shippers as provided in Section 10 hereof and (vii) point catalog.

#### (2) NOMINATIONS

This feature allows for submittal of all transportation nominations, transfer nominations, predetermined allocations and nomination priorities as required in Section 6 of these General Terms and Conditions.

(3) VOLUME INQUIRY

This feature provides volumetric information on total Gas flows and allocated flows, at a Point and contract level and provides contract level imbalance information. The timing for reporting Daily operational allocations after the Gas has flowed is within two (2) hours after the end of the Day. If the best available data for reporting Daily operational allocations is the scheduled quantity, that quantity should be used for the Daily operational allocation. Each Shipper and each other entity involved in a transaction at a Point will be able to see the total flows at the Point and the quantities allocated to or by such Shipper or other entity.

(4) INVOICING

The web site allows Shippers to view and download invoices and a statement of account.

(5) CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information.

(6) CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this web site as provided in Section 14. Additionally, Shipper with recall provisions in a release of capacity can initiate the recall process using this feature.

(c) Unless specifically stated otherwise, all communications with TIGER hereunder should be made via the electronic method(s) (Interactive Website, EDI, email) specified in NAESB standards for a particular NAESB document/process or via some other mutually agreeable means.

### 13.2 ACCESS TO INTERACTIVE WEBSITE

Shippers and other interested parties may obtain access to the Interactive Website by contacting a representative of TIGER's Gas Transportation Department in Houston. Logons, passwords and access instructions will be supplied upon request under the following terms and conditions set forth in Sections 13.3 through 13.14.

### 13.3 AUTHORITY

Users of this web site (Subscribers) shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access this web site shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

### 13.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from which this web site is accessed.

### 13.5 CONFIDENTIALITY

Certain information contained in this web site is proprietary and confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

### 13.6 RELIANCE BY TIGER

TIGER may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through this web site. TIGER may correct errors in information entered into this web site by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into this web site.

### 13.7 ACCESS

Shippers and other interested parties may obtain access to the interactive transactional web pages by contacting a representative of TIGER's Customer Services Department in Houston. The internet address for this web site is: <http://TIGERTransfer.energytransfer.com>. Should a Subscriber require access to confidential information (such as Agreement, points, nomination, quantity, or other customer-specific information deemed to be of a confidential nature requiring controlled access), TIGER will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, TIGER will ensure return of a confidential logon code and password within one Business Day.

### 13.8 LOGON

A Subscriber's logon and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its logon and password confidential. A Subscriber will ensure that only authorized employees and agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access this web site on Subscriber's

behalf. A Subscriber and its employees and agents will not disclose the Subscriber's logon and password to anyone without authority to access this web site on behalf of the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or agents for information regarding Subscriber logon and password made subsequent to issuance of the original logon and password may not be honored without receipt by TIGER of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon and password if the security breach was the result of Shipper's failure to take reasonable precautions to protect security, consistent with Section 24 of these General Terms and Conditions.

### 13.9 BREACH OF SECURITY

A Subscriber shall promptly notify TIGER if there is any indication that a security breach has occurred with regard to Subscriber's logon and password. This includes, but is not limited to: (a) loss of confidentiality of logon and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access this web site by any authorized employee. Such notification shall be made to TIGER's Electronic Customer Services Department.

### 13.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See Section 6 of these General Terms and Conditions for information on delegation.

### 13.11 LIMITS OF RESPONSIBILITY

Neither TIGER nor Shipper shall be responsible for an omission or failure by the other to act or perform any duty requested by a function accessed via this web site if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to TIGER's computer system, power failures, failure of backup systems, or any other event beyond the reasonable control of TIGER or Shipper, as applicable.

### 13.12 RESERVATION

TIGER reserves the right to add, modify or terminate functions of this web site at any time subject to compliance with Commission Regulations.

### 13.13 AGREEMENT BY NON-SHIPPER

Any Subscriber who is not a Shipper under one of the Rate Schedules of TIGER's FERC Gas Tariff will be required, as a precondition of access to this web site, to sign an agreement with TIGER pursuant to which the Subscriber agrees to be bound by the provisions of this Section.

#### 13.14 INDEMNITY

(a) Each Subscriber shall indemnify TIGER and hold TIGER harmless for all damages, losses, and liabilities arising out of:

(1) Subscriber's or its employees' or agents' breach of any of Subscriber's obligations under this Section 13, including any breach of confidentiality with respect to the assignment of logon(s) and passwords(s) to Subscriber's authorized employees and agents and any unauthorized use by a formerly authorized person or by any unauthorized person who gained knowledge of Subscriber's logon(s) and password(s) through no fault of TIGER; and

(2) any omission or failure by Subscriber's employees or agents to act or perform any duty required by an Interactive Website function.

(b) Notwithstanding Sections (a)(1) and (a)(2) above, neither TIGER nor Subscriber shall be liable to the other if an unauthorized user gains access to TIGER's Interactive Website through no fault of either TIGER or Subscriber, consistent with Section 24 of these General Terms and Conditions.

## 14. CAPACITY RELEASE BY FIRM SHIPPERS

In this Section 14, Releasing Shipper shall mean a Shipper who releases or is seeking to release all or any part of its firm transportation capacity to a third party.

Replacement Shipper shall mean a third party who receives either temporarily or permanently released capacity, as defined below, from the Releasing Shipper under the Capacity Release Program.

For index-based capacity release, Rate Floor shall mean the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than TIGER's minimum reservation charge or zero cents when there is no stated minimum reservation charge.

For index-based capacity release, Rate Default shall mean the non-biddable rate specified in the capacity release Offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

### 14.1 Introduction

**Permanent Release:** Under Rate Schedule FTS, Releasing Shipper will have the ability to permanently release its capacity, or any portion thereof. TIGER is not required to but may choose to accept a bid at less than the rate provided for in Releasing Shipper's Service Agreement provided that when the Releasing Shipper's contract is at maximum tariff rates, TIGER and Replacement Shipper reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC.

**Temporary Release:** Under Rate Schedule FTS, Releasing Shipper will have the ability to temporarily release its capacity, or any portion thereof, for a term designated by Releasing Shipper not to exceed the term of its underlying Service Agreement. Upon such release, Releasing Shipper remains responsible to TIGER only for payment of reservation charges and any surcharges to the reservation charge, in compliance with the underlying Service Agreement.

### 14.2 Evaluation Methods

All capacity available for release shall be allocated to the Replacement Shipper(s) based upon one of the following methods, as determined by Releasing Shipper:

- (a) Highest rate
- (b) Highest net revenue

- (c) Highest present value calculated in accordance with Section 2.1C herein
- (d) Shipper designated method.

For index-based capacity release, the Releasing Shipper shall provide the necessary information and instructions to be used for the evaluation.

#### 14.3 Offer to Release Capacity

(a) During any period in which the Releasing Shipper wishes to release its firm capacity, the following information relating to the availability of such capacity shall be posted on TIGER's Interactive Website:

- (1) MDQ available per day, in dekatherms, the total release period quantity, and whether the capacity is Base Capacity or Phase I Expansion Capacity,
- (2) Term,
- (3) Receipt and Delivery Point(s), and any restrictions which will be placed on the modifications of primary Receipt and primary Delivery Points,
- (4) Rates,
- (5) Whether and to what extent the capacity (under a temporary release) will be subject to recall, and the terms and conditions applicable to such right to recall or reput,
- (6) The method under which capacity is to be allocated,
- (7) The party to contact,
- (8) The method by which ties will be broken,
- (9) If minimum conditions are to be disclosed during the open season, any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept, including whether a volumetric rate will be accepted and, if so, the method for evaluating such bid,
- (10) Whether the Releasing Shipper is willing to accept contingent bids and when the contingency must be removed,
- (11) The date when bids and executed Service Agreements must be submitted,
- (12) Whether the release is permanent or temporary,

(13) Whether the release is a re-release,

(14) For Pre-Arranged releases, whether the release is to an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 248.8,

(15) For index-based capacity release, the Rate Floor, and

(16) Other special terms or conditions, if any.

(b) Any Releasing Shipper offering capacity for Capacity Release will, by electronically posting capacity or by having TIGER electronically post capacity, automatically enter into an amendment to Shipper's underlying contract, subject to procedures set out in Rate Schedule FTS. Such amendment shall take effect only upon the confirmation of a prearranged deal or upon the award of such capacity.

(c) The information set forth in the offer to release capacity shall be posted on TIGER's Interactive Website by the Releasing Shipper, or by TIGER if requested by Releasing Shipper. TIGER shall only post completed offers to release capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 14.4. With respect to offers to be posted by TIGER, TIGER shall post any such offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 14.4. A Releasing Shipper shall separately provide to TIGER any minimum conditions that are not to be disclosed in the offer to release capacity.

(d) TIGER shall post on its Interactive Website the following information in the offer to release capacity:

(1) the maximum reservation rate, if applicable,(including reservation surcharges) specifically applicable to the Shipper's capacity being released,

(2) the date and time by which bids must be submitted under the applicable allocation method,

(3) the date and time the notice is posted on the Interactive Website and

(4) latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 14,

(5) whether the capacity to be released is Base Capacity or Phase I Expansion Capacity.

(e) Withdrawal of offer to release capacity: The Releasing Shipper may withdraw or cause TIGER to withdraw the offer to release capacity up to the close of the applicable bid submittal period; provided, however, withdrawal will be allowed only if no minimum bid has

been made. An offer to release capacity is binding until notice of withdrawal is received by TIGER on its Customer Activities Web site.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The Releasing Shipper shall submit the Releasing Shipper's recall or reput notices to TIGER using TIGER's Interactive Website in accordance with the deadlines and procedures established in the NAESB Standards. Notification by TIGER to all affected Replacement Shippers for each recall that is processed shall be through direct notice using Internet E-mail or direct notification to Shipper's Internet URL address. Shipper is responsible for providing current addresses to TIGER. Failure of Shipper to maintain current addresses on file with TIGER will relieve TIGER of this obligation. TIGER has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify TIGER against any claims, losses, liabilities, or expense (including reasonable attorneys' fees) resulting from claims by any Replacement Shipper that released capacity was not recalled in accordance with the recall rights specified in the Releasing Shipper's offer.

#### 14.4 Minimum Time Periods for Biddable Released Capacity

The following are the minimum time periods for biddable released capacity based on the term for which that capacity is released. The Offers may be posted for any longer periods of time.

- (a) For biddable releases (1 year or less):
- (1) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
  - (2) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
  - (3) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
  - (4) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
  - (5) 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.
  - (6) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
  - (7) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(b) For biddable releases (more than 1 year):

(1) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

(2) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

(3) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

(4) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

(5) 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.

(6) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(7) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

14.5 Open Bids/ Withdrawal of Bids

(a) Open Bids - The bidding process shall be open.

(1) During the open season and bid submittal periods, all valid bids will be posted listing all pertinent terms and conditions of the valid bids without posting bidders' names.

(2) A bidder may not have more than one bid submitted for a given package of released capacity at the same time, except that it may withdraw a bid as specified below.

(3) There will be no extensions of the original bid period or the pre-arranged deal match period.

(b) Withdrawal of Bids:

(1) A bidder may withdraw a bid for the released capacity up to the close of the open season or bid submittal period.

(2) Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.

(3) Bids are binding until notice of withdrawal is received by TIGER on its Customer Activities Web site.

(c) Valid Bids:

In order to be valid, a Bid must include a completed bid form and an executed firm transportation Service Agreement (including electronically executed) which conforms with and adheres to the method specified in the Offer to release capacity and is submitted within the required time period for such Offer to release capacity. A valid Bid may contain TIGER's maximum reservation rate as an alternative to Releasing Shipper's capacity release Offer, except when the capacity release is index-based for a term of one year or less or utilizes market-based rates. Invalid bids will be rejected.

Any Pre-Arranged Shipper acquiring capacity through capacity release which confirms a prearranged deal and any Replacement Shipper which submits a bid for posted capacity will, by confirmation or entering a bid, respectively, automatically enter into a service agreement for the service set out in the posting of the prearranged deal or in the bid, respectively, effective upon the respective confirmation or award of such capacity.

(d) Bid Evaluation:

TIGER will evaluate and rank all bids in all situations in accordance with the evaluation methodology specified by the Releasing Shipper in the offer to release capacity. Such timely bid, if determined to be valid, should be evaluated by TIGER for the purpose of identifying the winning bidder associated with the offer upon which the bid was made. The evaluation period will end in accordance with Section 14.4.

(e) Award Posting:

(1) TIGER will communicate the award of released capacity and will issue the contract in accordance with Section 14.4; provided however, in the event of a non-biddable pre-arranged deal, then TIGER will post the award of released capacity.

(2) TIGER shall post the award regarding each deal on its Internet Website for a period of seven (7) days. Irrespective of when the notice of completed deal is posted, service shall commence once capacity has been awarded and a Service Agreement has been executed by both parties.

#### 14.6 Procedure for a Pre-Arranged Deal

When capacity is released under a pre-arranged deal, the posting and bidding procedure set forth in this Section shall apply and the terms of such deal shall be posted on TIGER's Interactive Website as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, TIGER will provide a copy of the pre-arranged deal to any requesting party within one business day.

(a) Procedures for Pre-Arranged Deals Not Subject to Bid

There shall be no posting and bidding procedures for the following non-biddable pre-arranged deals: (1) releases to an asset manager, as defined by FERC regulations at 18 C.F.R. 284.8, (2) releases to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8, (3) releases for more than one year at the maximum rate, or (4) releases with terms of thirty-one (31) days or less, unless Releasing Shipper provides otherwise.

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 contract is issued within one hour of the award posting (with a new contract number, when applicable).

Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(b) Procedures for Bidding on a Pre-arranged Deal

(1) Third Party Bid: Any third party may submit a bid for the released capacity by offering a better bid than the posted bid for said capacity, with rates not to exceed the maximum rate which may be collected by TIGER.

(2) Third Party Obligation: Any third party bid shall be identical to the pre-arranged deal, excluding those terms which are subject to bidding as set forth in the offer to release capacity.

(3) Bid Evaluation: Subject to the Pre-Arranged Shipper's posting and bidding procedure, capacity shall be allocated to such third party (or parties, if the winning bids are for portions of the total capacity available) submitting the best bid, as determined by TIGER, based upon the Releasing Shipper's criteria. In the event two or more third parties submit equivalent best bids, as determined by TIGER, based upon the Releasing Shipper's criteria and such bids are for more than the total available capacity, the capacity shall be allocated by means of any non-discriminatory, objective standard designated by Releasing Shipper, and included in the offer to release capacity (or, if no designation, then by means of a pro rata allocation).

(4) Pre-Arranged Shipper posting and bidding procedure: In the event a third party(ies) submits a better bid than the Pre-Arranged Shipper, TIGER shall communicate, in accordance with Section 14.4, to the Pre-Arranged Shipper, that a third party(ies) has submitted a better bid. The Pre-Arranged Shipper shall have the right to match said offer during the minimum time period set forth in Section 14.4.

If the Pre-Arranged Shipper chooses to match the better bid, then TIGER shall allocate said capacity to the Pre-Arranged Shipper. In the event the Pre-Arranged Shipper declines to match the better bid, the Pre-Arranged Shipper shall have no further right to said capacity, and TIGER shall assign said capacity to the successful bidding third party(ies).

#### 14.7 Additional Provisions

(a) Direct Postings: If a Releasing Shipper/bidder directly posts an offer to release capacity/bid on TIGER's Interactive Website, such offer/bid shall be subject to certain corrections by TIGER for errors discovered upon TIGER's review of such offer/bid. TIGER shall have the right to amend any offer/bid found to be incorrect after TIGER verifies such offer/bid within twenty-four (24) hours of the posting of such offer/bid. TIGER shall notify Releasing Shipper/bidder prior to amending any such offer/bid.

(b) Service Agreement Amendments: No amendments may be made to the Service Agreement except that: (1) a Replacement Shipper, to the extent not restricted under the terms of its Service Agreement, shall have the same right to change primary Receipt and Delivery Point(s) as any other FTS Shipper; and (2) upon mutual agreement of the Releasing Shipper and the Replacement Shipper, the Service Agreement will be terminated by TIGER.

(c) Marketing of Released Capacity: TIGER shall have no obligation to market any capacity available to be released by Releasing Shipper; however, TIGER may agree to market capacity for Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service ("Marketing Fee").

(d) Billing: For any releases of capacity (primary, secondary, or subsequent), TIGER shall directly bill the Replacement Shipper the applicable reservation rate for the released capacity, as well as all other applicable rates, charges, and surcharges, including without limitation commodity rates and penalties which may be assessed on such transaction. The Replacement Shipper shall pay such amounts directly to TIGER in accordance with the requirements of Rate Schedule FTS. The Releasing Shipper will be billed for and shall pay to TIGER any negotiated Marketing Fee plus the difference between TIGER's applicable reservation-based rates, charges, and surcharges under the Releasing Shipper's Service Agreement and the rates billed to the Replacement Shipper, subject to Section 14.8(f). In the event that the Replacement Shipper's as-billed reservation-based rates, charges, and surcharges exceed the Releasing Shipper's applicable reservation-based rates, charges, and surcharges, the difference shall, at the Releasing Shipper's discretion, either be credited by TIGER to the Releasing Shipper's account with TIGER, or be refunded to the Releasing Shipper. Any amounts credited shall be limited to reservation-based revenues received from the

Replacement Shipper pursuant to the Replacement Shipper's Service Agreement with TIGER. If a refund is elected by the Releasing Shipper, TIGER shall make such refund by wire transfer within ten days of its receipt of final payment from the Replacement Shipper, together with interest computed at the maximum allowable interest rate permitted under the Commission's Regulations.

(e) Termination for Non-payment: Should Replacement Shipper not make full payment of all amounts billed to it by TIGER within ten (10) days of the date of any invoice, TIGER shall notify the Replacement Shipper in writing, with a courtesy copy to Releasing Shipper, advising that if default continues for a thirty day period from such invoice date, the Service Agreement may be terminated; provided however, Replacement Shipper may avoid termination by providing TIGER with good and sufficient indemnity bond. If Replacement Shipper fails to cure or remedy non-payment within such thirty (30) day period, the Service Agreement between TIGER and the Replacement Shipper may be terminated at the TIGER's discretion, and in such case Releasing Shipper shall immediately be able to again release such capacity under these procedures.

#### 14.8 General Terms and Conditions

(a) Priority: All firm service provided in connection with released capacity will have priority over TIGER's interruptible services.

(b) Secondary Points: Secondary Receipt Points and Secondary Delivery Points may be utilized by a Replacement Shipper, subject to available capacity.

(c) Rates: Except as provided for below, Releasing Shipper cannot release capacity at rates less than TIGER's minimum rates nor more than TIGER's applicable maximum rates, as set forth in TIGER's current FERC Gas Tariff. If the Releasing Shipper is paying a Negotiated Rate pursuant to Section 30 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the higher of such rate or the applicable maximum rate, provided that no maximum rate limitation applies to a release of capacity for a period of one year or less if the release will take effect on or before one year from the date on which Transporter is notified of the release.

Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer: (1) non-index-based release - dollars and cents; (2) non-index-based release - percentage of maximum rate; or (3) index-based formula as detailed in the capacity release offer.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. Maximum and minimum rates specified by the Releasing Shipper must include the reservation rate and all reservation surcharges.

(d) Secondary/Subsequent Releases: Replacement Shipper, and any third parties receiving capacity rights from any Replacement Shipper, will be authorized or permitted to release the capacity to other third parties only under the same set of conditions described herein, i.e., any Replacement Shipper will be considered the Releasing Shipper for purposes of subsequent assignments of capacity, and any third party receiving such capacity in such transactions will be considered the Replacement Shipper.

(e) Creditworthiness: Qualification for participation in the capacity release program - Any potential Replacement Shipper that wishes to acquire released capacity under the capacity release program must satisfy the creditworthiness requirements contained in Section 12 of the General Terms and Conditions of this Tariff by pre-qualifying prior to submitting a bid for capacity. Upon pre-qualification, TIGER shall continue to review potential Replacement Shipper's financial records and other sources of public information for creditworthiness. TIGER shall have the right to amend a potential Replacement Shipper's line of credit from time to time and thereby lower or increase the quantity and term for which potential Replacement Shipper is qualified to submit future bids for released capacity. A potential Replacement Shipper cannot bid for released capacity which exceeds its qualified level of creditworthiness. Notwithstanding the determination of creditworthiness, TIGER does not guarantee the payment of any outstanding amounts by a Replacement Shipper.

(f) Shipper Liability: In the event capacity is temporarily released hereunder, liability for payment of reservation charges and any surcharges applicable to the reservation charge will remain with the Releasing Shipper. If the Releasing Shipper permanently releases capacity hereunder, TIGER will relieve said Releasing Shipper from its obligations under its Service Agreement, if (1) the release is at or above the rates provided for under (and for the remaining term of) Releasing Shipper's Service Agreement or, (2) when the Releasing Shipper's contract is at maximum tariff rates, the Replacement Shipper and TIGER reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC, and TIGER is otherwise financially indifferent with respect to the released capacity. The Replacement Shipper and any of its subsequent assignees shall be responsible for any amounts billed to them under Section 14.7(d) of this Tariff, but shall not be responsible for any other amounts billed to the Releasing Shipper.

(g) TIGER's Right to Terminate a Temporary Capacity Release: TIGER may elect to terminate a Replacement Shipper's Service Agreement, upon fourteen (14) days written notice to the Replacement Shipper, under the following conditions:

(1) The Releasing Shipper has failed to maintain creditworthiness in accordance with Section 12 of the General Terms and Conditions of this Tariff;

(2) TIGER has terminated the Releasing Shipper's Service Agreement in accordance with Sections 12 of the General Terms and Conditions of this Tariff; and

(3) The rate stated in the effective Replacement Shipper's Service Agreement is less than the Releasing Shipper's contract rate.

The Replacement Shipper may avoid termination of the temporary capacity release if, prior to the end of the fourteen (14) day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the fourteen (14) day notice period, it will pay the lower of (1) the former Releasing Shipper's contract rate, or (2) the maximum applicable reservation and commodity rates as stated in this Tariff for the applicable service for the remainder of the Replacement Shipper's contract term, (3) or any other rate agreed to by TIGER.

(h) Term Limitation: The term of any agreement providing for the release of capacity cannot extend beyond the term of the underlying Service Agreement. Released capacity may be allocated with a future effective date.

(i) Refunds: Releasing Shipper and any Replacement Shipper must track any changes in TIGER's rates approved by the Commission. In the context of a capacity release, if the Commission orders refunds of any rates charged by TIGER to the Releasing Shipper or to the Replacement Shipper, then TIGER and/or Releasing Shipper, as the case may be, shall make such refunds to the appropriate party (or parties) in accordance with the terms of the release and the terms of such Commission order(s).

(a) Refunds Due Under Releases Greater Than One Year. If TIGER is obligated to refund any amounts attributable to reservation charges for capacity which has been released, TIGER shall make the applicable refund to the Replacement Shipper to the extent that TIGER has actually received reservation charge amounts from the Replacement Shipper in excess of the amounts assessable under the revised maximum reservation charge rates (which amounts are credited to the account of the Releasing Shipper under this Subsection). Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, TIGER shall make a corresponding adjustment to the capacity release credit provided to the Releasing Shipper, and may reduce the capacity release credit in a lower refund or adjusted billings to the Releasing Shipper. Any other applicable reservation charge refund shall go to the Releasing Shipper. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(b) Refunds Due Under Releases One (1) Year or Less. If TIGER is obligated to refund any amounts attributable to reservation charges for capacity which has been released above the maximum rate for one year or less, TIGER shall make the applicable refund to the Releasing Shipper notwithstanding the amount that TIGER has actually received from the Replacement Shipper (which amounts are credited to the account of the Releasing Shipper under this Subsection). TIGER shall reflect the same credit from the Replacement Shipper but shall adjust its billing to the Releasing Shipper to reflect the revised maximum reservation rates. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(j) Conditions: Releasing Shipper and any Replacement Shipper are authorized to impose reasonable, nondiscriminatory conditions upon the release of their capacity on TIGER's System. Such conditions must not be inconsistent with TIGER's FERC Gas Tariff and the Service Agreement between the Releasing Shipper and TIGER or Replacement Shipper and TIGER.

(k) Rollover Limitations: A Releasing Shipper may re-release to the same Replacement Shipper for a term of thirty-one (31) days or less if either: (1) a period of twenty-eight (28) days has elapsed after the first release for thirty-one (31) days or less has expired or (2) an offer to release capacity has been posted, and capacity has been allocated to the shipper submitting the best bid. The twenty-eight (28) day hiatus does not apply to releases to an asset manager or marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8. An agreement for capacity to be released for a term of thirty-one (31) days or less shall not contain an evergreen provision and may not be rolled over for any additional time period.

(l) Capacity Release Timeline: The capacity release timeline as described herein is applicable 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, the Releasing Shipper has provided TIGER 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, TIGER 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 TIGER).

(m) Service for the Replacement Shipper under TIGER's capacity release program shall be in accordance with the terms and conditions of the applicable Rate Schedule of TIGER's FERC Gas Tariff and Replacement Shipper's Service Agreement.

(n) A Replacement Shipper may submit changes to its primary Point(s) consistent with its Service Agreement, its contract demand, the terms of the offer by the Releasing Shipper and subject to available capacity. If a Replacement Shipper has contracted for a temporary capacity release, and the Releasing Shipper has limited the movement of the primary Point(s), then the Replacement Shipper must submit dual requests for changes: one for the Point change that it is requesting and a second where the primary Point(s) of the Releasing Shipper are requested at the end of the temporary capacity release.

#### 14.9 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on TIGER's Informational Postings website located at <http://tigertransfer.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 TIGER's Informational Postings website. Such offer to purchase released capacity shall be posted on Tiger's website for 30 Days.

#### 14.10 Bankruptcy

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

15.     **MARKETING FEES**

15.1    **FEE FOR ACTIVE MARKETING**

When a Shipper is seeking to release capacity under Section 14 of these General Terms and Conditions, such a Shipper may request that TIGER actively market capacity to be released. The Releasing Shipper and TIGER shall negotiate the terms of the marketing service to be provided by TIGER and the marketing fee to be charged therefor.

## 16. PRE-GRANTED ABANDONMENT, CONTRACT ROLLOVERS AND RIGHT OF FIRST REFUSAL

### 16.1 GENERAL

Subject to Section 16.3, service performed by TIGER under Part 284 of the Commission's Regulations shall expire, and shall be automatically abandoned, upon contract termination under: (a) any FTS transportation Agreement with a primary term of less than one (1) Year which does not have a contractual rollover right; and (b) any ITS or PALS Agreement regardless of term. Service under any FTS transportation Agreement with a term of one (1) Year or greater shall expire, and shall be automatically abandoned, on contract termination unless service is continued pursuant to Sections 16.2 or 16.3. Rights under this Section 16 shall not be available to the extent provided in Section 2.1(b)(7) of these General Terms and Conditions (relating to limited time period contracts).

### 16.2 RIGHT OF FIRST REFUSAL

(a) Any Shipper under a firm service Agreement with a term of one (1) Year or greater and with a rate equal to the applicable maximum rate shall have the right to continue receiving service after the expiration of its existing Agreement to the extent consistent with this Section 16.2. The prior sentence shall (unless otherwise agreed) include any such firm Agreement which incorporates a Negotiated Rate if (unless otherwise agreed) the revenue under such an Agreement equals or exceeds the revenue at the applicable maximum rate. TIGER shall set out in the posting described in subsection 16.2(b) below the forms of bids which may be submitted in the Right of First Refusal. Bids may always be submitted in the rate form underlying the applicable maximum rate. Bids in the form of a Negotiated Rate may only be submitted if permitted in the posting. A match by the existing Shipper must be made in a bid form permitted under the posting. TIGER shall not be required to provide service under the Right of First Refusal procedure at a discount from the applicable maximum rate unless it otherwise agrees. If a bid is submitted for a Negotiated Rate, the value of that bid for evaluation purposes shall be capped at, and the existing Shipper need only match, the lesser of the value of the bid at the Negotiated Rate or the value of that bid utilizing the Recourse Rate in lieu of the Negotiated Rate.

(b) To exercise the Right of First Refusal, the existing Shipper must provide TIGER with notice of its intent to do so in a form specified by TIGER and must submit such notice at least nine (9) Months prior to the expiration of the existing Agreement. TIGER shall advise Shipper in writing of the date by which such notice must be submitted at least one (1) Month prior to the last day on which such notice can be made on a timely basis. Such notice must specify a desired term of service, the desired MDQ and the desired Point MDQ at each Receipt and Delivery Point. If the requested MDQ is greater than Shipper's existing MDQ and/or if the Point MDQ is greater than the existing Point MDQ at any Receipt and Delivery Point, any such increase shall be treated as a request for new service under the applicable Rate Schedule and only the original quantity shall be subject to the Right of First Refusal under this Section. The Right of First Refusal

may apply to a portion of the existing Shipper's MDQ for its then effective service. Any notice specifying a decrease in MDQ or Point MDQ shall not affect the existing Agreement during its remaining term.

(c) Within fifteen (15) days after receipt of a notice under Section 16.2(b), TIGER shall post on the Informational Postings portion of its Interactive Website an Announcement of Capacity Availability Subject to Right of First Refusal (Capacity Announcement) which shall: (1) specify the existing Shipper's service rights; (2) indicate the availability of such service as of the date the existing Agreement expires, subject to the Right of First Refusal; (3) state the maximum rate applicable to such service; (4) set out any other information required by this Section; and (5) solicit bids for such service. Such Capacity Announcement shall be maintained, and bids accepted via TIGER's Interactive Website, for a period of at least ten (10) days from the initial posting.

(d) (1) Within one (1) week after the end of the ten (10) day period during which the Capacity Announcement is posted, TIGER shall convey to the existing Shipper a term sheet for the best bid (based on price and term) which would qualify for such service in all respects (including meeting applicable credit criteria), which is a bona fide bid and which TIGER is willing to accept. TIGER may, but is not required to, accept any bid which reflects a discount from the applicable maximum rate. In assessing which is the best bid if more than one bid is received, TIGER shall apply the same criteria as are utilized to allocate firm capacity pursuant to Section 2.1 of these General Terms and Conditions.

(2) TIGER's term sheet shall contain any and all terms of the bid but shall not identify the bidder; provided, however, such bid sheet shall indicate if the best bid was submitted by an affiliate of TIGER. Except for the providing of such term sheet to the existing Shipper, all terms and conditions of any bid and the identity of the bidder shall remain confidential; provided that the Commission may on request have access to such information on a confidential basis.

(3) The existing Shipper shall have two (2) weeks to notify TIGER whether or not it desires to match the best bid. To match the best bid, the existing Shipper must agree to both a price (up to the applicable maximum rate or Recourse Rate) and a term which at least equals the bid on all or any portion of the service the existing Shipper desires to retain. If the price (rate bid) is less than the maximum rate, then such rate must be acceptable by TIGER; provided, however, if the existing Shipper seeks to retain only a portion of its MDQ, the analysis of whether the existing Shipper has matched the best bid may take into account the MDQ requested under the best bid relative to the MDQ the existing Shipper seeks to retain.

(e) (1) If the existing Shipper matches the best bid, it shall be entitled to continuation of service and shall be obligated to sign an Agreement tendered by TIGER which reflects the best bid or any counteroffer by the existing Shipper which matches such best bid.

(2) If the existing Shipper fails to match the best bid, the existing Agreement shall terminate at the end of its term and service to the existing Shipper shall be automatically abandoned.

(3) Submission of a bid shall be binding on the bidder. The bidder submitting the best bid shall be obligated to sign an Agreement reflecting its bid, as set forth in the bid form, if the existing Shipper fails to match or matches only a portion of the capacity where the Shipper has agreed to accept a prorated capacity award. Nothing herein shall preclude negotiation of a more acceptable Agreement by mutual consent of TIGER and such bidder; provided, however, that service may not be agreed upon under terms and conditions less favorable to TIGER than the best bid without providing the existing Shipper an additional opportunity to match such revised terms and conditions.

(f) TIGER shall notify the existing Shipper if no qualified bid is received within one (1) week after the end of the ten (10) day period the Capacity Announcement is posted. In the absence of a qualified bid, the rate (within applicable maximums and minimums) and the term for continued service shall be negotiated between TIGER and the existing Shipper. No discount or other special terms shall apply to a rollover Agreement unless TIGER and the existing Shipper mutually agree. If no agreement is reached prior to the end of the three (3) week period following TIGER's notice to the existing Shipper, the existing Shipper may, at that time, require that TIGER enter into an Agreement to provide service at the applicable maximum rate for a term specified by Shipper and running from the date the existing Agreement expires. Unless the existing Shipper so elects at the end of the three (3) week period following TIGER's notice to it, TIGER may negotiate with any Shipper, subject to the Initial Open Season requirement, with the existing Shipper having no further rights under this Section 16 and service under the existing Agreement shall be terminated and automatically abandoned at the expiration thereof.

(g) If the existing Shipper is eligible to receive continued service under this Section 16.2, TIGER shall tender a rollover Agreement which conforms to the requirements of this Tariff prior to the expiration of the existing Agreement. The existing Shipper and TIGER shall execute such rollover Agreement, or any modified Agreement upon which TIGER and Shipper may mutually agree which is not inconsistent with this Tariff, within two (2) weeks. If it fails to execute the rollover Agreement on a timely basis, the existing Shipper shall (in addition to all other remedies available to TIGER for such Shipper's failure to fulfill its obligation to execute such Agreement) forfeit any right to continuation of service after the expiration of the existing Agreement.

### 16.3 CONTRACTUAL ROLLOVERS

The term of service under any FTS, ITS, or PALS Agreement may be extended pursuant to a rollover or evergreen provision in such Agreement, which provision may supersede any otherwise applicable rollover or Right of First Refusal pursuant to this Section. In addition, the parties may subsequently negotiate rollover or evergreen provisions which differ from this Section. TIGER is not obligated to offer or agree to any such rollover or evergreen provisions; provided, however, that to the extent it offers or agrees to any such provision, it must do so on a non-discriminatory basis for similarly situated Shippers. Without limitation of the foregoing, a contractual rollover provision may include a unilateral right on the part of Shipper to extend the term

of the Agreement by notice to TIGER by a time specified and rights of first refusal in addition to those specified in this Section 16.

Unless waived by TIGER, the requirements for a valid request under the applicable Rate Schedule (including the applicable credit analysis) apply to any rollover Agreement.

#### 16.4 CONTRACT EXTENSION

Prior to the expiration of the term of an Agreement(s), TIGER and Shipper may mutually agree to renegotiate the terms of such Agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under a restructured Agreement(s), without having to utilize the Right of First Refusal process set forth in this Section 16. Such restructured Agreement(s) shall be negotiated on a case by case basis in a not unduly discriminatory manner. If an Agreement has a regulatory or contractual Right of First Refusal, the agreement to extend must be reached prior to TIGER's posting the capacity for bidding. To the extent that TIGER and Shipper have mutually agreed to such an Agreement(s), the requirements of Section 2.1(b)(6) of these General Terms and Conditions shall not apply.

## 17. MEASUREMENT

### 17.1 UNIT OF MEASUREMENT AND METERING BASE

The volumetric measurement base shall be one (1) cubic foot of Gas at a pressure base of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), at a temperature base of sixty degrees Fahrenheit (60 degrees F.), and without adjustment for water vapor.

### 17.2 ATMOSPHERIC PRESSURE

For the purpose of measurement, calculations, and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.

### 17.3 TEMPERATURE

The temperature of the Gas shall be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to a computer of standard manufacture selected by TIGER to be installed in accordance with the recommendations applicable to the standards for the metering equipment. The arithmetic average of hourly temperatures, excluding periods of no flow, for each Day shall be used in computing temperatures of the Gas during such Day for conventional chart measurement. In the event electronic computer measurement is used, average Daily temperature will be computed as a running average of data, excluding periods of no flow, determined during each computer scan, in accordance with the recommendations set forth in API 21.1, paragraph 1.4.3.3.

### 17.4 DETERMINATION OF HEATING VALUE AND SPECIFIC GRAVITY

At the option of TIGER, the heating value of the Gas may be determined by the use of a chromatograph, a continuous Gas sampler or by taking spot Gas samples.

(a) In the case where an online chromatograph is used, the results will be applied continuously during calculation. The average of the hourly heating value during periods of flow each Day shall be recorded and considered as the heating value of the Gas delivered to TIGER or Shipper.

(b) In the event a continuous Gas sampler is installed, then the heating value of the composite sample so taken shall be considered as the heating value of the Gas for the applicable period.

(c) If spot samples are taken, the samples shall be run on the measuring party's chromatograph at another location. The result of a spot sample shall be applied to Gas deliveries as of the Day the results are available and for all succeeding Days until a new sample is taken.

(d) All heating value determinations made with a chromatograph shall be in accordance with GPA Std 2172 "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compression Analysis" and use physical gas constants for Gas compounds as outlined in the GPA Std 2145 "The Table of Physical Constants for Hydrocarbons and Other Components of Interest to the Natural Gas Industry" and any subsequent amendments or revisions to such Report to which the parties may mutually agree. The moisture content of the Gas shall be determined as often as necessary and practical to determine the actual heating value of the Gas stream.

(e) The calculations (for Btu) shall be based on dry Gas if the Gas at the measurement points contains less than seven (7) pounds of water per MMcf. If the Gas at the measurement points contains more than seven (7) pounds of water per MMcf, the appropriate factor determined by TIGER in the exercise of its reasonable judgment for the actual water vapor content will be applied to the Btu calculations to correct for this water content.

(f) The specific gravity of the Gas flowing through the meter or meters may be determined by the use of a chromatograph or by analysis of Gas collected in spot and continuous samplers. Specific gravity shall be updated whenever the heating value of the Gas is updated. All specific gravity determinations made with a chromatograph shall be in accordance with GPA Std 2172 "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis" and use physical gas constants for Gas compounds as outlined in the GPA Std 2145 "The Table of Physical Constants for Hydrocarbons and Other Components of Interest to the Natural Gas Industry" and any subsequent amendments or revisions to such reports to which the parties may mutually agree. Specific gravity shall be determined to the nearest one thousandth (0.001).

## 17.5 COMPRESSIBILITY

The measurement hereunder shall be corrected for deviation from Boyle's Law at the pressures and temperatures under which Gas is measured hereunder by the use of the AGA Report Nos. 3 and 8.

## 17.6 MEASURING EQUIPMENT

TIGER will install, maintain and operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the quantities of Gas received and Equivalent Quantities delivered hereunder shall be determined.

## 17.7 METERING

(a) Where measurement is by orifice meter, all fundamental constants, observations, records and procedures involved in the determination and/or verification of the quantity and other characteristics of Gas delivered hereunder shall be in accordance with the

standards prescribed in the latest edition of A.G.A. Report No. 3 (ANSI/API 2530) "Orifice Metering of Natural Gas," with any revisions, amendments or supplements as may be mutually acceptable to TIGER and Shipper, unless otherwise specified herein.

(b) Where measurement is by turbine meter, all fundamental constants, observations, records and procedures involved in the determination and/or verification of the quantity and other characteristics of Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 7, with any revisions, amendments or supplements as may be mutually agreeable to the parties hereto.

(c) Where measurement is by ultrasonic meter, all fundamental constants, observations, records and procedures involved in the determination and/or verification of the quantity and other characteristics of Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 9 "Measurement of Gas by Multi Path Ultrasonic Meters" with any revisions, amendments or supplements as may be mutually acceptable to TIGER and Shipper, unless otherwise specified herein.

(d) Where measurement is by other than orifice, turbine or ultrasonic meter, standards commonly acceptable in the natural gas industry and mutually agreeable to the parties shall be used in the determination of all factors involved in the computation of Gas volumes.

#### 17.8 ELECTRONIC FLOW COMPUTERS

It is recognized that electronic or other types of flow computers have been developed that permit the direct computation of Gas flows in accordance with the recommendations set forth in API 21.1. TIGER may use such devices for custody transfer.

#### 17.9 NEW MEASUREMENT TECHNIQUES

If, at any time, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by TIGER. TIGER shall promptly inform all Shippers of any new techniques adopted.

#### 17.10 CALIBRATION AND TEST OF METERS

The accuracy of all measuring equipment shall be verified by TIGER at reasonable intervals, and if requested, in the presence of representatives of Shipper, but TIGER shall not be required to verify the accuracy of such equipment more frequently than once per Month. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. The cost of any such special testing, repair and calibration shall be borne by the party requiring the special test if the percentage of inaccuracy is found to be one percent (1%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment.

#### 17.11 CORRECTION OF METERING ERRORS

If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by one percent (1%) or more at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, any payments based thereon shall be corrected pursuant to Section 11.5 hereof, at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half (1/2) of the time elapsed since the date of the last test. Measurement data corrections should be processed within 6 Months of the production Month with a 3 Month rebuttal period. 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 this standard. 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.

#### 17.12 FAILURE OF MEASURING EQUIPMENT

In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the parties upon the first of the following methods which is feasible:

- (a) By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (a); then
- (b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or in the absence of both (a) and (b); then
- (c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

#### 17.13 PRESERVATION OF RECORDS

Shipper and TIGER shall preserve for a period of at least three (3) Years, or for such longer period as may be required by appropriate authority, all test data, charts and other similar records.

## 18. PRESSURE AND DELIVERY CONDITIONS

### 18.1 RECEIPT POINT PRESSURE

Unless otherwise agreed by contract, for receipts on the Supply Leg, Shipper shall deliver Gas to TIGER at a pressure sufficient to enter TIGER's System at TIGER's then-prevailing pressure; provided however, that such pressure shall not exceed 1160 psig. Unless otherwise agreed by contract, for receipts downstream of the Supply Leg, Shipper shall deliver Gas to TIGER at pressures sufficient to enter TIGER's System at TIGER's then-prevailing pressure, not to exceed the applicable Maximum Allowable Operating Pressure (MAOP).

### 18.2 DELIVERY POINT PRESSURE

Unless otherwise agreed by contract, TIGER shall deliver Gas to Shipper at each Delivery Point at the then-prevailing pressure available in TIGER's System at such Point.

### 18.3 HOURLY TAKES

On any Day, Gas shall be delivered by TIGER in uniform hourly quantities, based on Shipper's confirmed Daily nomination quantity divided by twenty-four (24), subject to the operating conditions on TIGER's System. At a Shipper's request and on a not unduly discriminatory basis, TIGER may deviate from such uniform hourly quantities to the extent in TIGER's judgment it can support such deviations operationally without adversely affecting other Shippers. If, after written request by TIGER, Shipper fails to restrict its hourly takes as specified herein, TIGER may install and operate a load limiting device at any Delivery Point where such failure has occurred. The cost for such device, including the cost of installation, shall be paid by Shipper within thirty (30) days of its receipt of the bill therefor.

## 19. QUALITY OF GAS

### 19.1 SPECIFICATIONS

(a) In order to permit delivery into downstream facilities, the Gas received under any Agreement by TIGER on any portion of the System shall meet the following requirements, unless otherwise agreed:

(1) shall be free from objectionable liquids, odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the Gas stream, or cause interference with proper operation of the lines, meters, regulators, other appliances through which it may flow, or transportation through any downstream pipeline;

(2) shall contain not more than seven (7) pounds of water vapor per one thousand (1,000) MCF;

(3) shall contain not more than 0.25 grain of hydrogen sulfide per one hundred (100) cubic feet of Gas;

(4) shall contain not more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of Gas, including mercaptans;

(5) shall contain not more than two percent (2%) by volume of carbon dioxide; except that TIGER shall accept non-conforming CO<sub>2</sub> Gas tendered by an individual Shipper at multiple Receipt Points as long as Transporter reasonably anticipates that such blended Gas will not cause operational or downstream delivery problems for Transporter, and provided that by accepting such non-conforming CO<sub>2</sub> gas the total inert gas shall not exceed more than four (4) mole percent as set forth in Section 19.1(a)(10) hereof. TIGER shall post in the Informational Postings section of its Interactive Website the measured CO<sub>2</sub> percent in compliance with the NAESB standards;

(6) shall contain not more than zero point one percent (0.1%) by volume of combined oxygen;

(7) shall have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F) and shall have a minimum temperature of not less than forty degrees Fahrenheit (40 degrees F);

(8) shall have a Btu content no less than 975 Btu/cf and no greater than 1110 Btu/cf;

(9) shall have a combined composition of not more than one and one-

half (1.5) mole percentage of butane plus, including isobutane, normal butane and all heavier hydrocarbons (C4+);

(10) shall have a combined composition of total inert gases (principally nitrogen and carbon dioxide) of not more than four (4) mole percent; and

(11) (a) TIGER shall have a Wobbe Index of not greater than 1400, calculated using Higher Heating Value (HHV), dry, based on the following mathematical definition:

$$\text{HHV} / (\text{Sqrt} (\text{SG}_{\text{gas}}))$$

Where:

HHV = Higher Heating Value (Btu/scf)

SG<sub>gas</sub> = Specific Gravity

Sqrt = Square Root of

(b) TIGER may, from time to time, as operationally necessary, establish and post on the Informational Postings portion of its Interactive Website an upper limit on the dew point for receipts on specified segments or other specified locations on its System to prevent hydrocarbon fallout, or to assure that Gas will be accepted for delivery into downstream entities. TIGER will include in such posting the anticipated duration of the limitation. TIGER will provide as much prior notice as is reasonably practicable and will attempt to provide in the posting at least ten (10) Business Days prior notice before the limitation becomes effective. If prior notice is not practicable, TIGER will explain the reason in the posting why it was unable to give such prior notice. Upon request, TIGER will provide current information regarding the dew point at any point of receipt into TIGER's System affected by the posting to the operator of that Point or any producer, purchaser, supply aggregator or Shipper with Gas being tendered at that Point. TIGER shall not post, under this section, a cricondenthem dew point temperature of less than fifteen degrees Fahrenheit (15 degrees F).

## 19.2 LIQUIDS SAMPLE

Shipper agrees to supply or cause its designee to supply to TIGER upon demand, at any time and from time-to-time, a sample of liquids removed from the Gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of TIGER's choosing. If at any time PCBs or any other toxic substances or chemicals that TIGER deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to TIGER by Shipper, TIGER may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by TIGER, TIGER shall restore service to Shipper at the affected Receipt Point.

## 19.3 SUSPENSION OF RECEIPTS

Should any Gas delivered by or on behalf of Shipper to TIGER at any Receipt Point fail at any time to conform to any of the specifications provided for in this Section 19, TIGER may,

at its option, suspend all or a portion of the receipt of any such Gas. TIGER shall be relieved of any of its obligations for the duration of such suspension. Upon receipt of TIGER's notice of such a failure, Shipper shall make a diligent effort to correct the failure by treatment or dehydration consistent with prudent operation so as to tender Gas conforming to the specifications provided for in this Section 19.

#### 19.4 NONCOMPLIANCE WITH SPECIFICATIONS

Non-conforming Gas will likely enter TIGER's System from time-to-time. Once TIGER becomes aware based on periodic quality measurements that non-conforming Gas is entering its System, it will advise the Shipper(s) and point operators involved that the Gas they are tendering is non-conforming, identifying the nature and extent of the non-conformity, and that the Gas quality standards herein must be met. Where operationally feasible, TIGER will continue to accept non-conforming Gas for a limited period of time while the Shipper(s) or point operators involved take steps to adjust operations so as to address the Gas quality issues. In addition, where operationally feasible TIGER 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 Receipt Points, as long as TIGER reasonably anticipates, in its sole judgment, that such blended Gas will not cause operational or downstream problems at its Delivery Points.

(a) Should Shipper tender for receipt any Gas that causes the composite Gas stream in TIGER's facilities to fail the requirements of any downstream pipeline TIGER may take whatever action necessary on TIGER's own accord or use of a third party, as solely determined by TIGER, at Shipper's sole cost and expense, to treat and/or process the Gas stream such that the Gas stream can be delivered to the downstream pipeline. Until remedial action is taken to make Gas acceptable to the downstream Pipeline TIGER may refuse to accept receipt of any Gas, in TIGER's sole discretion, which prevents TIGER from making deliveries into the downstream pipeline. TIGER shall not have any obligation to provide service with respect to Gas which does not satisfy the requirements of this Section 19. Any reduction in the energy content of the Gas treated and/or processed shall be determined and deducted from TIGER's transportation quantities tendered for delivery to the downstream pipeline.

(b) No waiver by TIGER of any default by Shipper in any of the specifications set forth above or in any other provision of this Tariff shall operate as a continuing waiver of such specification or as a waiver of any subsequent default whether of a like or different character.

#### 19.5 POSTINGS

(a) TIGER posts gas quality information as set out in Section 13.1(a) of these General Terms and Conditions.

(b) If TIGER agrees to accept non-conforming Gas for a more extended time than is contemplated under Section 19.4, TIGER shall make a posting on the Informational Postings section of its Interactive Website which sets out: (1) that TIGER is accepting non-conforming Gas; (2) the nature and extent of the non-conformity; and (3) the expected duration of the arrangement to

accept non-conforming Gas.

## 20. FORCE MAJEURE

### 20.1 EFFECT OF FORCE MAJEURE

In the event of either TIGER or Shipper being rendered unable by Force Majeure (on its part or that of a necessary third party) to carry out, wholly or in part, its obligations under the provisions of an Agreement, it is agreed that the obligations of the party affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

### 20.2 DEFINITION OF FORCE MAJEURE

(a) The term "Force Majeure" means any event or condition or combination of events and/or conditions which prevents, hinders, or delays the performance of any obligation subject hereto, in whole or in part, which is not within the reasonable control of the person claiming suspension by reason of Force Majeure, and which the party claiming suspension is unable to prevent or overcome by the exercise of due diligence. For the purposes of the definition of "Force Majeure," the exercise of due diligence shall mean acting in good faith with the intention of performing contractual obligations, and the exercise of a degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person complying with applicable law and engaged in the same type of undertaking under the same or similar circumstances and conditions. Such events or conditions, provided that the foregoing requirements are met, include, but are not limited to acts of God, strikes, lockouts, acts of a public enemy, acts of sabotage, wars, blockades, riots, insurrections, epidemics, landslides, subsidence, earthquakes, fires, hurricanes, storms, tornadoes, storm warnings, floods, washouts, accidents, mechanical failures, freezing of pipelines, explosions, breakage or accident to machinery or lines of pipes, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances and explosions. Failure by the party claiming suspension to prevent or settle any strike or strikes shall not be considered to be an event or condition within the control of such party.

(b) If either party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations, then such party shall give notice and reasonably full particulars of such Force Majeure in writing or by facsimile, Electronic Notice Delivery or telephone to the other party within a reasonable time after it becomes aware of the occurrence of the Force Majeure, and the obligations of such party, insofar as they are affected by such Force Majeure, shall be suspended from the commencement of such Force Majeure through the continuance of any inability so caused (other than the obligation to pay Reservation Charges and related reservation-based surcharges otherwise due, pursuant to Section 2.2(d) of this General Terms and Conditions), but for no longer period, and such Force Majeure shall so far as possible be remedied with all reasonable dispatch. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation relief from which is sought.

### 20.3 POSTING

TIGER shall post on the public Informational Posting section of its Interactive Website any declaration by it of a Force Majeure situation. This posting will address the nature of the Force Majeure, the affected facilities and services, the anticipated extent of the impact and its likely duration.

## 21. POSSESSION OF GAS, TITLE AND RESPONSIBILITY

(a) Shipper warrants that it will at the time of delivery to TIGER have good unencumbered title to all Gas so delivered free and clear of all liens, encumbrances and claims whatsoever; provided, Shippers may enter into financing agreements with respect to Gas as long as Shipper has good title to such Gas. As between Shipper and TIGER, Shipper shall be deemed to be in control and possession of the Gas and responsible for and hold TIGER harmless of and from any damage or injury caused thereby until it shall have been delivered to TIGER at the Receipt Point(s), after which TIGER shall be deemed to be in control and possession of such Gas until its delivery to Shipper, or for Shipper's account at the Delivery Point(s) and while in such possession TIGER shall be responsible therefore and hold Shipper harmless of and from any damage or injury caused thereby and shall be responsible for any loss of Gas other than Lost and Unaccounted For Gas. TIGER shall have no responsibility with respect to any Gas on account of anything which may be done, happen or arise with respect to said Gas until it is received by TIGER. Shipper shall have no responsibility with respect to said Gas after its receipt by TIGER or on account of anything which may be done, happen or arise with respect to said Gas after such receipt until its delivery to Shipper, or for Shipper's account, at the Delivery Point(s). The point of the division of responsibility shall be the point of interconnection between the facilities of TIGER and the upstream or downstream entity, at the Receipt or Delivery Point(s), as applicable. The foregoing provisions of this Section shall not relieve either party (which includes its agents and employees) from responsibility as provided under Section 24 of these General Terms and Conditions as may be amended from time to time.

(b) Shipper will indemnify and hold TIGER harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the Gas tendered under an Agreement. TIGER will indemnify and save Shipper harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the Gas delivered to Shipper, or for Shipper's account, under an Agreement.

## 22. NOTIFICATION

### 22.1 GENERAL

Except as provided otherwise in this Tariff or the Agreement, operational communications may be made by telephone or other mutually agreeable means without subsequent written confirmation, unless written confirmation is requested by either party hereto. Any notice, request, demand, statement or other formal communication shall only be deemed given when delivered by first class, certified or registered U.S. mail, overnight delivery, courier, telefax or Electronic Notice Delivery consistent with the NAESB Standards as adopted in Section 29 of these General Terms and Conditions. Such delivery shall: (a) be sent to TIGER at the address specified in the Agreement, or through such electronic means as are available and authorized by TIGER, or at an address otherwise stated in a notice by TIGER to Shipper; and (b) be sent to Shipper at the address in the Agreement pursuant to the applicable Rate Schedule, through Electronic Notice Delivery or at an address otherwise stated in a notice by Shipper to TIGER.

### 22.2 NOTIFICATION PROCEDURES

#### (a) PRICING

(1) The availability and pricing of services on TIGER's System is governed by this Tariff. From time to time, TIGER changes or updates its Tariff by filings with the FERC. Each Shipper is notified by TIGER of such filings and is provided a copy of each filing.

(2) Telephone inquiries related to the availability or pricing of services are answered by representatives of TIGER and upon request, potential Shippers are provided copies of TIGER's Tariff filings.

(3) Shippers desiring a rate under any Agreement other than the maximum rate on file with the FERC are required to submit such requests in writing or by electronic medium to the Manager, Gas Transportation, in Houston. Any rate other than the maximum applicable rate agreed to by TIGER is evidenced in writing to such Shipper, and such rate is considered confidential until it is reported to the FERC as required by the Regulations. In order to attract or determine interest in the use of any particular service, representatives of TIGER from time to time contact Shippers by telephone. Such conversations are confidential and may or may not result in Shipper submitting a request for a discounted rate for a particular service.

#### (b) CAPACITY

(1) Capacity available for firm service is communicated to requestors of that service under the provisions of the applicable firm Rate Schedule. The general availability of firm capacity is also communicated by TIGER's Interactive Website, which is described in Section 13 of these General Terms and Conditions.

(2) Capacity available for interruptible services is communicated to holders of interruptible Agreements by representatives of TIGER in response to the Shippers' nominations for service. The nomination and confirmation procedure is detailed in Section 6 of these General Terms and Conditions. The general availability of interruptible capacity is also communicated by TIGER's Interactive Website, which is described in Section 13 of these General Terms and Conditions.

(3) When available capacity is affected by construction projects or an unforeseen condition, TIGER communicates such information primarily via its Interactive Website to its Shippers. TIGER also uses letters or telephone calls to communicate capacity information when such means are appropriate.

## 23. FACILITIES/OBLIGATIONS TO CARRY OUT AGREEMENT/REGULATORY FILINGS/LINE PACK

### 23.1 FACILITIES

The nature of, and responsibility for, any facilities which must be acquired, modified or constructed to effectuate an Agreement are to be set out in a separate agreement between TIGER and Shipper or the operator of a Point. To the extent that Shipper builds facilities to interconnect with TIGER's System, such facilities shall be in conformance with Department of Transportation regulations, and any other applicable governmental regulations, and shall be subject to inspection and prior approval by TIGER.

### 23.2 OBLIGATIONS TO CARRY OUT AGREEMENT

TIGER shall be under no obligation to commence service there under unless and until: (a) all facilities, of whatever nature, as are required to permit (as applicable) the receipt, measurement, transportation and delivery of Gas under the Agreement have been installed and are in operating condition; (b) any payments due TIGER there under have been received; and (c) TIGER has determined that such service is authorized under all applicable Regulations.

### 23.3 REGULATORY FILINGS

After the execution of an Agreement, each party shall make and diligently prosecute, any and all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the service which is the subject of an Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this Section. Each party shall promptly provide the other party with a copy of all filings, notice, approvals, and authorizations in the course of the prosecution of its filings.

### 23.4 LINE PACK

TIGER shall be responsible for providing line pack on its System.

## 24. LIABILITY

(a) Except as specifically provided herein (including, without limitation, as expressly provided in Section 21 of these General Terms and Conditions with respect to any claims and demands related to possession, control, or title to Gas), any remedies or damages arising from a breach of an Agreement by either TIGER or Shipper shall be limited to actual direct costs, losses, or damages caused by or resulting from the breach and incurred by the party claiming damages. No party shall be liable to any other party for any indirect loss, consequential loss, punitive, or exemplary damages suffered by a party or any other person, all or any part of which arise out of or relate to the act or omission related to the Agreement, whether in contract, warranty, tort (including negligence), strict liability, or any other theory in contract, law, or equity, except those that result from a party's gross negligence, recklessness or willful misconduct.

## 25. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or TIGER shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Agreement; provided, however, that TIGER reserves the right to evaluate and approve the creditworthiness of the new entity in accordance with the Evaluation of Credit section of these General Terms and Conditions. A Shipper may assign its FTS Agreement, subject to these General Terms and Conditions (including the Evaluation of Credit section) but without being subject to the competitive bidding process pursuant to the capacity release provision of this Tariff:

(i) in whole, to any person, firm, or corporation acquiring all, or substantially all, of the Gas business of the assignor Shipper;

(ii) in whole, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; or

(iii) in whole or in part, to any person, firm, or corporation which shall succeed by purchase, merger, consolidation, sale or assignment to the interest, in whole or in part, in properties that produce or will produce Gas transported or to be transported pursuant to the assignee Shipper's FTS Agreement, as long as the assignor Shipper confirms by written notice to TIGER that the quantity of capacity to be assigned is approximately equivalent, in the exercise of the assignor Shipper's reasonable judgment, to its good faith forecast of the production of Gas from the properties to which the assignee Shipper is succeeding in interest as a result of the identified purchase, merger, consolidation, sale or assignment, and such assignment shall not transfer any rights to which the assignor Shipper is entitled as a result of being a Foundation Shipper or Anchor Shipper, other than the fixed negotiated rate elements (if any) under such assignor Shipper's Agreement, but shall retain all obligations of the assignor Shipper.

Assignor Shipper shall be relieved of its assigned rights and obligations under the FTS Agreement to the extent of such assignment in accordance with clauses (i) – (iii) immediately above. No other assignment of an Agreement nor of any of the rights or obligations there under shall be made by Shipper unless there first shall have been obtained the written consent thereto of TIGER, which consent shall not be unreasonably withheld. No assignment shall be accepted which is inconsistent with an express provision of the Tariff regarding contractual assignments or, if not expressly authorized by the Tariff, otherwise inconsistent with FERC policy. Shipper or TIGER may pledge or assign their respective right, title and interest in and to and under the Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of such trustee or trustees becoming in any respect obligated to perform the obligations of the assignor under the Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any State in which performance of the Agreement may occur.



## 26. REGULATION

The operation of the provisions of this Tariff shall be subject to any and all governmental statutes and all lawful orders, rules, and regulations affecting the receipt, transportation or delivery of Gas hereunder or the equipment required in connection with such receipt, transportation or delivery. It is understood that performance under any Agreement shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the Agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable, the Agreement shall be deemed modified to conform with the requirement of such law, order, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the Agreement under its terms and conditions.

## 27. ELIGIBILITY FOR SERVICE

Shipper warrants that its requested service meets the requirement for service under the applicable Rate Schedule and these General Terms and Conditions and conforms to applicable Regulations of the FERC. Shipper further agrees to abide by the terms of the applicable Rate Schedule and these General Terms and Conditions. Except to the extent provided for in Section 24 of these General Terms and Conditions, Shipper will indemnify and defend TIGER, and hold TIGER harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorneys' fees) and regulatory proceedings arising from its breach of this warranty.

## 28. COMPLAINT PROCEDURE

It is the goal of TIGER, as a provider of transportation services for others, that each of its existing and potential Shippers receive service that is in accordance with TIGER's Tariff and is fully satisfactory to it. To that end, it is the policy of TIGER that customer concerns and problems, communicated in any form to any representative of TIGER, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 28(a) through 28(e) should be followed.

(a) Formal complaints by Shippers and potential Shippers shall be addressed to the Chief Compliance Officer, as shown on TIGER's Interactive Website. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.

(b) The Chief Compliance Officer, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. If appropriate, TIGER's resolution of the matter will be communicated tentatively to the complainant at that time.

(c) The Chief Compliance Officer, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.

(d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the Chief Compliance Officer. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, TIGER shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.

(e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the Chief Compliance Officer shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint.

29. COMPLIANCE WITH 18 C.F.R., SECTION 284.12

29.1 TIGER has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, 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.

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, TIGER 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 TIGER includes appropriate citations in the submission.

TIGER has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, that are protected by NAESB’s copyright. With respect to each reproduced standard, TIGER incorporates the following: © 1996 – 2020 NAESB, all rights reserved.

(1) Standards not Incorporated by Reference and their Location in Tariff:

NAESB <u>Standard</u>	General Terms and Conditions <u>Tariff Record</u>	Tariff Record <u>Provision</u>
0.3.3	12. Evaluation of Credit	12.2(a)(2)(i)
0.3.4	12. Evaluation of Credit	12.2(a)(2)(ii)
0.3.5	12. Evaluation of Credit	12.2(a)(2)(iii)
0.3.6	12. Evaluation of Credit	12.2(a)(2)(iv)
0.3.7	12. Evaluation of Credit	12.1(a)(5)
0.3.8	12. Evaluation of Credit	12.2(c)
0.3.9	12. Evaluation of Credit	12.2(c)
0.3.10	12. Evaluation of Credit	12.1(a)(5)
1.2.4	6. Nomination: Reporting,Balancing & Segmentation	6.5(a)
1.2.12	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)(3)
1.3.1	1. Definitions	1.13
1.3.2 (i-vi)	6. Nomination: Reporting,Balancing & Segmentation	6.2(a-f)
1.3.3	6. Nomination: Reporting,Balancing & Segmentation	6.6
1.3.5	6. Nomination: Reporting,Balancing & Segmentation	6.1(b)
1.3.7	6. Nomination: Reporting,Balancing & Segmentation	6.1(a)
1.3.11	6. Nomination: Reporting,Balancing & Segmentation	6.5(h)
1.3.14	6. Nomination: Reporting,Balancing & Segmentation	6.1(e)
1.3.19	6. Nomination: Reporting,Balancing & Segmentation	6.7

1.3.21	6. Nomination: Reporting,Balancing & Segmentation	6.1(c)
1.3.22	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)
1.3.23	6. Nomination: Reporting,Balancing & Segmentation	6.10
1.3.32	6. Nomination: Reporting,Balancing & Segmentation	6.5(d)
2.2.1	1. Definitions	1.30
2.3.3	7. Determination of Daily Receipts	7.2
2.3.5	7. Determination of Daily Receipts and 8. Determination of Deliveries	7.2, 8.1
2.3.6	8. Determination of Deliveries	8.1
2.3.10	1. Definitions	1.21
2.3.14	17. Measurement	17.11
2.3.16	8. Determination of Deliveries	8.1
2.3.26	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
2.3.28	11. Statements, Billing, Payment and Discounting Policy	11.3
3.2.1	1. Definitions	1.7
3.3.9	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.14	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.15	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
3.3.17	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.18	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.19	11. Statements, Billing, Payment and Discounting Policy	11.4
4.3.89	13. Interactive Website	13.1(a)(1)
4.3.90	13. Interactive Website	13.1(a)(2)
4.3.91	13. Interactive Website	13.1(a)(3)
4.3.92	13. Interactive Website	13.1(a)(3)
5.2.4	14. Capacity Release by Firm Shippers	14
5.2.5	14. Capacity Release by Firm Shippers	14
5.3.1	14. Capacity Release by Firm Shippers	14.8(l)
5.3.2	14. Capacity Release by Firm Shippers	14.4, 14.6(a)
5.3.3	14. Capacity Release by Firm Shippers	14.2
5.3.13	14. Capacity Release by Firm Shippers	14.5(b)(3)
5.3.14	14. Capacity Release by Firm Shippers	14.3(e)
5.3.26	14. Capacity Release by Firm Shippers	14.8(c)
5.3.62(a)	14. Capacity Release by Firm Shippers	14.3(a)

(2) Standards Incorporated by Reference:

(a) ADDITIONAL STANDARDS

General:

Definitions: 0.2.5

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

Gas/Electric Operation 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

(b) NOMINATIONS, CONFIRMATIONS AND SCHEDULING

Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards: 1.3.4, 1.3.6, 1.3.8, 1.3.9, 1.3.13, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.33, 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

Data Sets: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

(c) FLOWING GAS

Definitions: 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards: 2.3.1, 2.3.2, 2.3.4, 2.3.7, 2.3.8, 2.3.9, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 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

Data Sets: 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

(d) INVOICING

Definitions:

Standards: 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Data Sets: 3.4.1, 3.4.2, 3.4.3, 3.4.4

(e) ELECTRONIC DELIVERY MECHANISMS

Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 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, 4.3.62, 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, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 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, 4.3.107, 4.3.108, 4.3.109, 4.3.110

(f) CAPACITY RELEASE

Definitions: 5.2.1, 5.2.2, 5.2.3

Standards: 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.28, 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, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 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

Data Sets: 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

(g) 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, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39

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, 10.3.28, 10.3.29

(h) STANDARDS FOR WHICH WAIVER OR EXTENSION OF TIME TO COMPLY HAVE BEEN GRANTED

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
None	None

29.2 (a) TIGER shall utilize the standardized datasets provided by the standards incorporated by reference in 18 C.F.R. Section 284.12. TIGER's implementation guide for the standardized data sets specifies TIGER's intended use, if any, of the data elements that are coded as "business conditional" (BC) and "mutually agreeable" (MA) for purposes of EDI. The implementation guide may be obtained by contacting the Website-Help Line (1-281-714-2255) and asking for the EDI coordinator. If requested by a Shipper, TIGER will, within sixty (60) days begin exchanging such data sets with the requesting Shipper.

(b) TIGER shall utilize the North America Energy Gas Industry Standards Board Trading Partner Agreement (Version 1.9, Standard 6.3.3).

29.3 TIGER's Informational Postings Web site required by Standard 4.3.23 is accessible

via the Internet at the following address:

<http://TIGERTransfer.energytransfer.com>

## 30. NEGOTIATED RATES

### 30.1 PRECONDITIONS TO NEGOTIATED RATES

Rates to be charged by TIGER for service to any Shipper under applicable Rate Schedules may deviate in either form or level or both from the applicable maximum rate level in this Tariff, subject to the following provisions:

(a) TIGER and Shipper have executed a valid Agreement containing therein or in a related agreement a specific mutual understanding that Negotiated Rate(s) will apply to service for that Shipper;

(b) At the time of execution of the Agreement (or the amendment to an Agreement), which first provides for the applicability to Shipper of the Negotiated Rate(s), service was available pursuant to the terms and conditions (not modified by this Section 30) of Rate Schedules FTS, ITS or PALS of this Tariff, as applicable; and

(c) No later than the Business Day on which TIGER commences service at such Negotiated Rate(s) (or if the Day on which TIGER commences service is not a Business Day, then no later than the next Business Day after TIGER commences service), TIGER will file a tariff section advising the Commission of such Negotiated Rate, stating the name of Shipper, the type of service, the Receipt and Delivery Point(s) applicable to the service, the quantity of the Gas to be transported, any other charges, and specifying the specific Negotiated Rate included in such Agreement with sufficient specificity such that the rate in effect from time to time can be readily calculated. The tariff section must also either incorporate a statement that the Agreement does not deviate from the form of service agreement in any material respect or the Agreement must be reflected on a separate tariff section identifying non-conforming Agreements of TIGER. As an alternative to filing the tariff section, TIGER may file the contract setting out the Negotiated Rate.

### 30.2 AWARD OF FIRM CAPACITY

To the extent the revenue level pursuant to the Negotiated Rate(s) provided for in Section 30.1 above should equal or exceed the revenue level at the Recourse Rate, the Shipper paying such Negotiated Rate(s) shall be treated, for capacity award purposes, as if the rate(s) paid had been equal to the Recourse Rate. Any Shipper, existing or new, paying the Recourse Rate(s) has the same right to capacity for capacity award purposes as a Shipper willing to pay an equal or higher Negotiated Rate(s). If the Negotiated Rate is always higher than the corresponding Recourse Rate, the Recourse Rate rather than the Negotiated Rate will be used as the price cap for the Right of First Refusal pursuant to Section 16.2 of these General Terms and Conditions. Where the Negotiated Rate(s) results in revenue which is greater than the Recourse Rate during certain portions of the relevant evaluation period but less than the revenue at the Recourse Rate during other portions of the relevant evaluation period (but the revenue pursuant to the Negotiated Rate(s) equals or exceeds that which would be generated at the Recourse Rate for the entire evaluation period), the value of

bids and requests at the Negotiated Rate(s) for capacity award purposes shall be evaluated as though the Recourse Rate applied under such bid or request for the entire evaluation period. Where the Negotiated Rate(s) result in revenue which is less than revenue at the Recourse Rate over the relevant evaluation period, the value of the bids or requests at the Negotiated Rate(s) for capacity award purposes shall be evaluated based on such lower revenue and shall be afforded a correspondingly lower priority in a capacity award procedure than bids or requests at the Recourse Rate.

### 30.3 ACCOUNTING FOR COSTS AND REVENUES

Recording of cost and revenues from service at Negotiated Rate(s) will follow TIGER's normal practices associated with all of its services under this Tariff. TIGER will maintain separate records of Negotiated Rate transactions for each billing period. These records shall include the quantities transported, the billing determinants (MDQ), the rates TIGER charged and the revenue received associated with such transactions. TIGER will separately identify such transactions in Statements G, I and J (or their equivalent) filed in any general rate proceeding. Should TIGER institute a tariff provision to flow through on a current basis to its Shippers the impact of certain transportation transactions, the treatment of revenues from Negotiated Rate(s) shall be specified in such provision.

### 30.4 CAPACITY RELEASE REVENUE

TIGER and Shipper may agree hereunder to a Negotiated Rate which includes payment obligations or crediting mechanisms in the event of a capacity release which vary from those set out in Section 14 of these General Terms and Conditions. Nothing in the foregoing sentence, however, shall authorize TIGER or Shipper to violate the Commission's policy with respect to the negotiation of terms and conditions of service.

### 30.5 FUEL GAS, BOOSTER COMPRESSION FUEL AND LOST AND UNACCOUNTED FOR GAS

Under this Section, TIGER and Shipper may agree upon reimbursement or surcharge components, including percentage charges for Fuel Gas, Booster Compression Fuel and/or Lost and Unaccounted For Gas, different from those otherwise determined under this Tariff. Without limitation of the foregoing, TIGER may enter into agreements on Fuel Gas, Booster Compression Fuel and/or Lost and Unaccounted For Gas reimbursement percentages with Shippers different from those determined under the Tariff. TIGER will credit the full maximum rate reimbursement or surcharge amounts to its accounts for any such transactions where such reimbursement or surcharge amounts would apply if the transaction were not entered into under this authority, without prejudice to TIGER's recovery from the Shipper with which it has such an agreement of additional future amounts to offset any underrecovery experienced by TIGER to the extent such future recoveries are permitted by contract. As permitted under Section 5.8 of TIGER's FTS and ITS Rate Schedules, no Fuel Gas component need be charged for physical backhauls.

## 31. OPERATIONAL CONTROL

### 31.1 GENERAL

(a) TIGER shall endeavor to maintain adequate pressure throughout its System and to preserve the overall operational integrity of its System; provided, however, that TIGER shall not be obligated to buy or sell Gas or, unless otherwise contractually obligated, to install compression or otherwise modify its System for these purposes except as otherwise agreed by contract. Operating personnel for Shippers and other entities which are physically taking delivery of Gas from TIGER or tendering Gas to TIGER shall cooperate with TIGER in furtherance of this Section. Each Shipper shall designate the telephone, facsimile, Electronic Notice Delivery, and/or e-mail address of one or more persons [but not more than two (2) primary and two (2) backup persons] for TIGER to contact on operating matters (including the receipt of Operational Flow Orders and notices of a Critical Time) at any time, on a 24-hour a Day, 365-Day a Year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters.

(b) For the purpose of these General Terms and Conditions, the overall operational integrity of TIGER's System shall encompass the integrity of the physical System and the preservation of physical assets and their performance, the overall operating performance of the entire physical System as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total System deliverability and the quality of Gas delivered.

### 31.2 FACILITY CONTROL

TIGER shall maintain actual physical and operational control of all transmission and other facilities on its System.

### 31.3 OPERATING INFORMATION

TIGER may request that Shippers periodically provide non-binding estimates of flow patterns and other operating parameters. Shippers will cooperate by providing such operating information.

### 31.4 OPERATIONAL CONTROL SEQUENCE

(a) In the event TIGER's observations or projections indicate that a situation is or may be developing in which adequate pressures may not be maintained or the overall operational integrity of its System (or any portion thereof) could be threatened, or in the event that such a situation actually occurs, TIGER is empowered by this Section to take action to alleviate this situation. In responding to such a situation, TIGER shall first apply the Advisory Action procedures of Section 31.5. If such measures are not sufficient to address the situation fully, TIGER shall next employ Operational Flow Orders as provided in Section 31.6. In the event Operational Flow Orders alone are not adequate, TIGER may invoke the Critical Time procedures set out in Section 31.7.

The procedures set out in such provisions, and their sequencing, are intended to be applied only to the extent any of the specific actions indicated, or such sequencing, would tend to alleviate the situation to be addressed. In issuing Advisory Actions, Operational Flow Orders or a Critical Time, TIGER shall describe the conditions and the specific responses required from the affected parties. Nothing herein shall preclude TIGER from bypassing any of the above procedures if, in its judgment, the situation so requires. TIGER will keep Shippers advised through postings on the Informational Posting portion of its Interactive Website on the status of the situation.

(b) To the extent practicable, TIGER shall direct its actions hereunder to Shippers creating or anticipated to create the situation to be addressed, including taking actions on a point-specific basis or at specific locations on the System. Shippers will endeavor to adjust nominations on every scheduling cycle at Receipt Points or Delivery Points or both to provide a balance of receipt and delivery quantities so that imbalances do not occur. In addition, Shippers will endeavor to cure existing imbalances that can be reasonably attributed to their Agreements as directed by TIGER.

### 31.5 ADVISORY ACTIONS

In the event TIGER determines that action is required to avoid a situation in which System pressure is not maintained or in which the overall operational integrity of the System or any portion of the System is jeopardized, TIGER may take the Advisory Actions set out herein to forestall the development of such a situation.

(a) TIGER may request Shippers or other entities affecting its System to take any of the following actions, or other similar actions, to the extent such actions would tend to alleviate the situation, on a voluntary basis:

- (i) Increase or decrease the supply mix of deliveries;
- (ii) Shift receipts to obtain better capacity balance;
- (iii) Utilize different Receipt or Delivery Points; or
- (iv) Such other voluntary action as would tend to alleviate or forestall the situation.

(b) TIGER may also take actions within its control which might tend to alleviate or forestall the situation. Such actions may include the following:

- (i) Advise any Shipper which is not maintaining receipts and deliveries in balance that such imbalances must not continue;
- (ii) Curtail or require adjustments or supply shifts in service under Rate Schedule ITS;

(iii) Enter into agreements with Shippers or third parties under which such entity agrees to take voluntary action defined in such agreement which will help operation of the System, which agreement may include reasonable and adequate compensation for such entity; or

(iv) Take such other actions as are within TIGER's control and discretion to alleviate or forestall the situation.

### 31.6 OPERATIONAL FLOW ORDERS

(a) (1) In the event that the Advisory Actions under Section 31.5 are not sufficient to alleviate conditions, inter alia, which threaten or could threaten the safe operations of TIGER's System or TIGER's ability to provide firm service, TIGER is authorized to issue Operational Flow Orders. Notwithstanding the foregoing, TIGER shall take reasonable actions to minimize the issuance and the adverse impact of Operational Flow Orders, or of any other measure taken under this Section 31 in response to adverse operational events on TIGER's System, including issuance of Operational Flow Orders which, to the extent practicable and where appropriate under the circumstances, are directed only to the specific Shipper or Shippers whose actions caused or contributed significantly to the conditions which required TIGER to issue the Operational Flow Order. TIGER will issue Operational Flow Orders when necessary to maintain the pressure of its System within the range of normal operating parameters, respond to changes (including anticipated changes) in weather conditions or respond to or prevent facility outages or other conditions which could have a detrimental impact on System reliability or service integrity on its System. Operational Flow Orders shall be lifted as soon as practicable once such conditions no longer prevail; provided that Operational Flow Orders need not be lifted if doing so might result in a recurrence of the conditions sought to be addressed.

(2) Operational Flow Orders shall require action by a Shipper proportionate to appropriate and relevant parameters, such as applicable contract quantities or current or recent flowing Gas quantities subject to Section 31.4(b).

(3) The Operational Flow Order shall identify with specificity the situation to be addressed and shall (in addition to mandating specific actions) indicate voluntary actions by Shippers (increased takes or receipts/decreased takes or receipts, etc.) which would alleviate such situation. Operational Flow Orders shall also specify the time when compliance must be achieved. Such Operational Flow Orders may, subject to the remainder of this Section 31.6, require a Shipper to take any of the following actions, or similar actions, to the extent such actions would tend to alleviate the situation to be addressed:

(i) Commence or increase supply inputs into TIGER's System or at specific Points, or shift such supply inputs (in whole or in part) to different Points.

(ii) Cease or reduce supply inputs into TIGER's System or at specific Points.

(iii) Commence or increase takes of Gas from TIGER's System or

from specific Points, or shift takes to different Points.

(iv) Cease or reduce takes from TIGER's System or at specific Points.

(v) Maintain flows on a ratable basis throughout the Day.

(vi) Rectify transportation imbalances.

(vii) Conform receipts or deliveries to the confirmed nominations, for any Shipper with a variance greater than a level stated in the Operational Flow Order.

(viii) Activate voluntary action agreement(s) previously entered into, including any related compensation.

(ix) Such other actions which would tend to alleviate the situation to be addressed.

(4) No Shipper will be required under an Operational Flow Order to exceed its MDQ and/or Point MDQ under its Agreements with TIGER. No Shipper will be required under an Operational Flow Order either (i) to commence or increase Gas supply inputs onto the System or (ii) to commence or increase takes of Gas from the System, unless, at any time on or after the issuance of such Operational Flow Order until the expiration thereof, such Shipper either (a) is out of balance with respect to its scheduled receipts and scheduled deliveries on the System (including any existing imbalance from prior Gas days), or (b) has caused or contributed significantly to the conditions which required TIGER to issue the Operational Flow Order.

(b) An entity other than the Shipper may agree to take responsibility for Operational Flow Orders on behalf of a Shipper or a point operator or on behalf of the operator of a specified end-use facility. To accept such responsibility, the entity must provide TIGER with written notification which includes: (i) written consent by the affected Shipper or operator; (ii) specification of any limits on the entity's responsibility; (iii) the term over which the notification is effective; and (iv) an identification of adequate resources which will be used to support the assumption of responsibility. Any notification or change in notification is effective on the second Business Day after delivery to TIGER. Notwithstanding the foregoing, TIGER may reject a notification upon written notice to such entity and any affected Shipper if such notification fails to comply with this Section or contains any provision which could adversely affect implementation of an Operational Flow Order or if the entity is not in a position to accept responsibility either operationally or financially for Operational Flow Orders. Such a rejection must be made by TIGER within two (2) Business Days after the notification is tendered to TIGER. If a notification is already in effect and TIGER reasonably determines that the conditions for such a notification are no longer met, TIGER may provide notice of rejection, which notice shall be effective within five (5) days or such later time as is specified in the notice. As part of any rejection of a notification hereunder, TIGER shall provide to the Shipper and to the entity which submitted the notification a written explanation of the rejection. Such explanation must be consistent with this paragraph. If such a

notification is in effect, TIGER will direct any Operational Flow Order within the scope of the notification to the entity agreeing to take responsibility.

(c) Notice of an Operational Flow Order will be posted on TIGER's Interactive Website. TIGER shall also post, as soon as available, information about operational parameters which affect when an Operational Flow Order will begin and end (e.g., significant changes in pressure on any pipeline segment, status of facility repairs, etc.). TIGER shall provide as much advance warning as practicable of: (i) conditions which may create the need to issue an Operational Flow Order; and (ii) the issuance, termination or modification of an Operational Flow Order. TIGER will endeavor to post the notice that it will issue an Operational Flow Order on its Interactive Website before 4:00 p.m. Central Time or otherwise will endeavor to notify Shippers via its Interactive Website by 4:00 p.m. Central Time that they should check TIGER's Interactive Website again at a specified later time to see whether an Operational Flow Order will be in effect for the next Day. Additionally, if Shipper has provided to TIGER the e-mail address as specified in NAESB Standard 5.3.35, such posting will be provided via e-mail in the format as defined in NAESB Standard 5.3.38 at least four (4) hours prior to the start of the Day before an Operational Flow Order will be effective as to a Shipper; provided, however, that TIGER may issue an Operational Flow Order on as little as one (1) hours notice where operationally necessary. Such notice shall specify the anticipated duration of the Operational Flow Order. An Operational Flow Order will be effective at the start of a Day and will continue until the end of the Day and through the end of successive Days until TIGER notifies Shippers on its Interactive Website that the Operational Flow Order has been lifted.

(d) (1) If any Shipper fails to comply with an Operational Flow Order during any period which is not a Critical Time, it shall be subject to a penalty of 2 X DIP times any quantity of Gas by which it deviated from the requirements of the Operational Flow Order; provided, however, that the penalty shall be 4 X DIP to the extent a Shipper exceeds a variance level stated in an Operational Flow Order. In assessing any penalty hereunder, TIGER shall apply the DIP applicable to the period(s) during which the violation occurred. A Shipper shall be exempt from such a penalty under this Section 31.6 to the extent the Operational Flow Order requires action beyond Shipper's contract limits under its Agreement with TIGER or if Shipper has complied within a reasonable range, which range will be specified in the Operational Flow Order.

(2) In taking action based on an Operational Flow Order, Shipper is entitled to rely on information (such as metering information) provided by TIGER.

(3) A Shipper shall not be subject to Unauthorized Overrun Service charges or any other penalty charges from TIGER with respect to any action taken in reasonable conformance with an Operational Flow Order issued by TIGER during a Critical or non-Critical Time.

(e) Within thirty (30) days after an Operational Flow Order has been lifted, TIGER will post on the Informational Posting portion of its Interactive Website a report which describes the specific operational factors which caused the Operational Flow Order to be issued and to be lifted.

### 31.7 CRITICAL TIME

(a) TIGER shall advise Shippers on its System if it is declaring a Critical Time, and shall specify the nature of the situation creating the Critical Time. TIGER shall provide as much advance notice as practicable of any declaration of Critical Time.

(b) A Critical Time may be declared (1) when the total physical receipts to all or a portion of the System are approaching or expected to approach, a level that is in excess of the total physical deliveries TIGER can transport without jeopardizing the integrity of its facilities; (2) when System pressure is falling and approaching a level or is expected to fall and approach a level that is at or below the minimum that TIGER considers necessary for System integrity or to fulfill its firm contractual obligations; (3) when System pressure on one or more pipeline segments is rising and approaching a level or is expected to rise and approach a level that is at or above the maximum pressure at which TIGER's facilities may be safely operated; or (4) at other times when TIGER is unable or anticipates it may not be able to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of TIGER's System. A Critical Time may not be declared on all or a portion of the System for the purpose of maintaining interruptible services on that portion of the System, but Gas under interruptible service may flow at times or on portions of the System when such flow would not violate any operational control restrictions or provisions of this Tariff. TIGER shall notify Shippers on the Informational Postings portion of its Interactive Website as to the reason(s) why a Critical Time was declared.

(c) Notice of a Critical Time will be posted on the Informational Postings portion of TIGER's Interactive Website. TIGER will also provide notice via e-mail to Shippers which have provided e-mail addresses. TIGER will endeavor to post such notice before 4:00 p.m. Central Time or otherwise will endeavor to notify Shippers via its Interactive Website by 4:00 p.m. Central Time that they should check its Interactive Website again at a specified later time to see whether a Critical Time will be in effect for the next Day. TIGER must attempt to give actual notice of a Critical Time via telefax or telephone (provided a Shipper has given the numbers to TIGER as required in Section 31 of these General Terms and Conditions) at least four (4) hours prior to the start of the Day before a Critical Time will be effective as to a Shipper. Such notice shall specify the anticipated duration of the Critical Time. A Critical Time will be effective at the start of a Day and will continue until the end of the Day and through the end of successive Days until TIGER notifies Shippers via its Interactive Website that there is no longer a Critical Time.

(d) TIGER may issue Operational Flow Orders as described in Section 31.6 during a Critical Time.

(e) The penalty for failure to abide by an Operational Flow Order issued during a Critical Time shall be equal to the quantity (in Dth) by which Shipper deviated from the requirement of the Operational Flow Order multiplied by 8 X DIP. In assessing any penalty hereunder, TIGER shall apply the DIP index applicable to the period(s) during which the violation occurred.

## 31.8 STANDARDS

(a) In issuing Operational Flow Orders or taking other operational control action under this Section, TIGER shall apply consistent and objective engineering and operational criteria to define the overall operational integrity of the System and acceptable pressure levels to be protected, to evaluate the imminent nature of any threat to these factors, and to determine what steps are necessary to preserve such factors. Such criteria may be changed from time to time as operating experience indicates.

(b) In applying this Section, TIGER shall operate its System in a non-discriminatory manner, without regard to the source of supply, the identity or nature of any Shipper or the identity of any entity tendering or receiving Gas except as otherwise explicitly provided herein.

## 32. NON-WAIVER OF FUTURE DEFAULT/WAIVERS

(a) No waiver by either Shipper or TIGER of any one or more defaults by the other in performance of any of the provisions of an Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

(b) TIGER may waive any of its rights or any obligations of Shipper under this Tariff on a basis which is not unduly discriminatory; provided that no waiver shall operate nor be construed as a waiver of other future rights or obligations, whether of a like or different character.

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### 33. CAPACITY ON OTHER ENTITIES

#### 33.1 ACQUIRED CAPACITY

(a) TIGER may from time to time enter into transportation agreements with upstream or downstream entities, including other interstate pipelines, intrastate pipelines, or local distribution companies (Acquired Capacity). TIGER may use Acquired Capacity for its System operational needs and/or to render service to its customers. Except as provided in subsection (b), TIGER states that, if it transports Gas for others using Acquired Capacity, it will apply to such services the same rates and tariffs as are applicable to on-system customers, as such rates and tariffs may change from time to time. For purposes of any use of Acquired Capacity covered by this Section 33.1(a), the "Shipper must hold title" requirement is waived.

(b) Nothing herein shall be read to preclude TIGER from filing with the Commission for different tariff provisions applicable to any service which TIGER provides using Acquired Capacity; provided, however, that the waiver of the "Shipper must hold title" requirement hereunder shall not apply in such a circumstance and TIGER will be required to seek a case-specific waiver of that requirement from the Commission.

#### 33.2 REQUESTED CAPACITY

(a) At the request of a Shipper(s), TIGER may enter into transportation or storage agreements with upstream or downstream entities, including other interstate pipelines, intrastate pipelines or local distribution companies for the benefit of the requesting Shipper(s) (Requested Capacity). TIGER shall pass on to the requesting Shipper(s) any and all charges TIGER is obligated to pay for Requested Capacity under such agreements. Such third party charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such third party charges shall be reflected on the next Monthly bill to the requesting Shipper(s).

(b) The understanding between TIGER and the requesting Shipper(s) as to such capacity will be set out in a separate contract.

(c) Any Requested Capacity acquired by TIGER for the benefit of a Shipper which is not used by such Shipper, shall be offered to TIGER's other Shippers pursuant to TIGER's Tariff and be subject to TIGER's approved rates, as such Tariff and rates may change from time to time, as well as applicable charges TIGER is obligated to pay third parties for such Requested Capacity. TIGER will indicate in its posting of any Requested Capacity available for service, whether third party charges will apply to the use of such Requested Capacity.

## 34. DISCOUNTING

(a) In the event that TIGER agrees to discount its rate to Shipper below TIGER's maximum rate under Rate Schedules FTS, ITS, or PALS as applicable, the discount terms shall be reflected in the applicable Agreements or associated discount agreements and will apply without the discount constituting a material deviation from TIGER's form of service agreement; provided, however, that any such discounted rates shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Without limitation of the foregoing, such discounted rates may be based on:

(1) The published index prices for specific Points or other agreed-upon published pricing reference points for price determination the use of which is not inconsistent with Commission policy (such discounted rate may be based upon the differential between published index prices or arrived at by formula). Such discounted rate:

- (i) shall not change the underlying rate design;
  - (ii) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;
  - (iii) shall define the rate component to be discounted; and
  - (iv) shall be limited by the applicable maximum and minimum rates.
- (2) any of the factors set out in subsection (b).

(b) Except as otherwise provided in any written agreement(s) between the parties in effect during the term hereof, Shipper shall pay TIGER the applicable maximum rate(s) and all other lawful charges as specified in TIGER's applicable rate schedule. Shipper and TIGER may agree that Shipper shall pay a rate other than the applicable maximum rate so long as such rate is between the applicable maximum and minimum rates specified for such service in the Tariff. TIGER and Shipper may agree that a specific discounted rate will apply only to certain quantities or any other contractual quantities under the agreement. The parties may agree that a specified discounted rate will apply only to specified quantities (MDQ) or commodity quantities under the agreement; that a specified discounted rate will apply only if specified quantities are achieved or only if the quantities do not exceed a specified level; that a specified discounted rate will apply only during specified periods of the Year or for a specifically defined period; that a specified discounted rate will apply only to specified points, mainline segments, supply areas, transportation paths, markets or other defined geographical area(s); that a specified discounted rate(s) will apply in a specified relationship to the quantities actually transported; (i.e., that the reservation rate will be adjusted in a specified relationship to quantities actually transported); that a discounted rate may be based on a formula, including a formula utilizing pricing indices consistent with Section 34 of the General Terms and Conditions of TIGER's FERC Gas Tariff; that a specific discount rate shall

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apply only to service under one rate schedule to make up for a decrease (or increase) in the maximum rate for a separate service provided under another rate schedule; and/or that a specific discount rate shall apply only to reserves dedicated by Shippers to TIGER's System. Notwithstanding the foregoing, no discount agreement may provide that an agreed discount as to a certain quantity level will be invalidated if the Shipper transports an incremental quantity above that agreed level. 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 TIGER's maximum rates so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components of the same Agreement or a different Agreement for the same or a different service 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 tariff sections. 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.

(c) Surcharges. TIGER may agree to discount any surcharges applicable to any Service Agreement to the maximum extent permitted by Commission policy.

(d) If the parties agree upon a rate other than the applicable maximum rate, such written Agreement shall specify that the parties mutually agree either: (1) that the agreed rate is a discount rate; or (2) that the agreed rate is a Negotiated Rate. In the event that the parties agree upon a Negotiated Rate, this Agreement shall be subject to Section 30 of the General Terms and Conditions of TIGER's Tariff.

## 35. ANNUAL CHARGES ADJUSTMENT (ACA) SURCHARGE

### 35.1 PURPOSE

This Section of the General Terms and Conditions is filed pursuant to Section 154.402 and Subpart B of Part 382 of the Commission's Regulations under the Natural Gas Act (NGA) and the Natural Gas Policy Act of 1978. The intent and purpose of this Section is to establish an Annual Charges Adjustment (ACA) provision under which TIGER can recover from its customers annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations. All amounts assessed pursuant to Part 382 of the Commission's Regulations shall be recorded in Account 928. TIGER will not seek to recover annual charges assessed to it pursuant to Part 382 of the Commission's Regulations in an NGA Section 4 rate case. For the purpose of recovering annual charges assessed to TIGER pursuant to Part 382 of the Commission's Regulations, this Section establishes an ACA unit charge as set forth herein.

### 35.2 APPLICABILITY

The ACA unit charge shall be applicable to all transportation transactions performed by TIGER.

### 35.3 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 TIGER'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 shall be applied to the commodity component of rates.

### 35.4 EFFECTIVE DATE OF CHARGES

The ACA unit charge is restated to be effective each October 1 on the first day of the Commission's fiscal year.

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## 36. PERIODIC RATE ADJUSTMENTS FOR FUEL GAS, LOST AND UNACCOUNTED FOR GAS AND BOOSTER COMPRESSION FUEL

### 36.1 PURPOSE AND APPLICABILITY

(a) This Section 36 establishes a semi-annual periodic rate adjustment provision for the recovery by TIGER of Fuel Gas, Lost and Unaccounted For Gas, and any Booster Compression Fuel. TIGER shall have the right to adjust the Fuel Gas Percentage, the Lost and Unaccounted For Gas Percentage, and any Booster Compression Fuel Percentages, as provided in this Section 36.

(b) This Section 36 specifies the procedures to be utilized in adjusting such Reimbursement Percentages to reflect changes in Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel. These adjustments result in the Fuel Gas and Lost and Unaccounted For Gas Reimbursement Percentages as reflected in the Currently Effective Rates for the applicable Rate Schedule. Separate Fuel Gas Reimbursement Percentages shall apply to quantities received by TIGER from Base Shippers and from Phase I Expansion Shippers. A single Lost and Unaccounted For Gas Reimbursement Percentage shall apply to all quantities received at any Point on the System. A separate incremental Booster Compression Fuel Reimbursement Percentage (associated with Booster Compression) shall be set forth for Points where Booster Compression applies. All amounts for the reimbursement of Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel shall be recovered by TIGER in-kind by applying the applicable Reimbursement Percentage(s) to the quantities of Gas received for transportation on the TIGER System under Rate Schedules FTS and ITS. If fuel retention percentages that differ from those determined hereunder are established for any Shipper, pursuant to Section 30 of these General Terms and Conditions (relating to Negotiated Rates), then the applicable contractual Reimbursement Percentage shall be used in determining delivery quantities for that Shipper (Equivalent Quantities, etc.).

(c) For exchanges and backhauls in instances where no Fuel is utilized, no Fuel Gas need be charged to Shipper. Provided however, Lost and Unaccounted For Gas and any applicable Booster Compression Fuel charges shall apply to such quantities.

### 36.2 DEFINITIONS

(a) "Fuel Gas", "Lost and Unaccounted For Gas", and "Booster Compression Fuel" shall have the meanings set out in Section 1 of these General Terms and Conditions.

(b) "Collection Period" shall mean, for purposes of the Periodic Rate Adjustment, the six (6) Month period ended three (3) Months prior to the commencement of a new Recovery Period.

(c) "Recovery Period" shall mean, for purposes of the Periodic Rate Adjustment, the period during which the revised percentages are to be in effect, which shall be a six (6) Month period commencing with the effective date of the next redetermination as specified in Section 36.3.

(d) "Receipt Quantity" shall mean the quantity of Gas received by TIGER at the various Receipt Points on its System, net of quantities received as reimbursement for Fuel Gas, Lost and Unaccounted For Gas, and applicable Booster Compression Fuel. For purposes of incremental Booster Compression Fuel Reimbursement Percentage(s), the Receipt Quantity shall mean all quantities received at the point(s) where Booster Compression applies.

### 36.3 PERIODIC RATE ADJUSTMENT

(a) The level of the Fuel Gas Reimbursement Percentages and the Lost and Unaccounted For Gas Reimbursement Percentage shall be re-determined effective on June 1 and December 1 of each year.

(b) TIGER shall file its adjustment to each of the Reimbursement Percentages at least thirty (30) days prior to the effective date of the redetermination. The revised Reimbursement Percentage(s) in any periodic adjustment filing(s) shall be the sum of the Current Component, determined under Section 36.4, and the Deferred Component, determined under Section 36.5; however, if the sum of the Current Component and the Deferred Component results in an overall negative Reimbursement Percentage, then the revised Reimbursement Percentage will be 0.00%. Any periodic adjustment filing(s) submitted in accordance with this Section shall become effective, and subject to refund, on the proposed effective date which is consistent with Section 36.3(a) and 36.3(c). Any changes in Reimbursement Percentage(s) shall be subject to review in the periodic adjustment filing proceeding(s).

(c) TIGER may, at any time, file to make an out of cycle adjustment to the Fuel Gas Reimbursement Percentage, Lost and Unaccounted For Gas Percentages, and/or to establish an incremental Booster Compressor Fuel Reimbursement Percentage at points where Booster Compression applies. Such adjustment shall be filed at least thirty (30) days prior to the effective date and shall only be effective at the beginning of a month.

### 36.4 CURRENT COMPONENT

(a) A Current Component shall be calculated for: (i) Fuel Gas Reimbursement Percentages; (ii) Lost and Unaccounted For Gas Reimbursement Percentage; and (iii) Booster Compression Fuel Reimbursement Percentage. Each element of the Current Component shall be divided by the applicable Receipt Quantities to calculate the Current Component of the respective Reimbursement Percentage(s). Separate values for Fuel Gas Reimbursement Percentages shall be calculated for quantities received by TIGER, excluding quantities for which no Fuel Gas charge was applicable pursuant to Section 36.1(c), from Base Shippers and from Phase I Expansion Shippers. A single Lost and Unaccounted For Gas Reimbursement Percentage shall be calculated, which applies to all quantities received for transportation at any Point on the System. The Booster Compression Fuel Reimbursement Percentage is an incremental rate applicable to Shippers with

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Gas being compressed using Booster Compression.

(b) Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel to be included in this calculation consist of the Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel actually experienced during the Collection Period, utilizing best available measurement information, and adjusted for changes reasonably anticipated to occur during the Recovery Period.

(c) The Receipt Quantities used in these calculations shall be the Receipt Quantities subject to fuel charges, without regard to Negotiated Rate Agreements, applicable under this Tariff during the Collection Period, utilizing best available measurement information, and adjusted for changes reasonably anticipated to occur during the Recovery Period.

### 36.5 DEFERRED COMPONENT

(a) A Deferred Component shall be calculated for: (i) the Fuel Gas Reimbursement Percentages; (ii) the Lost and Unaccounted For Gas Reimbursement Percentage; and (iii) the Booster Compression Fuel Reimbursement Percentage. A deferred subaccount shall be established and maintained for each of these items. The Deferred Component shall be the balance of the deferred subaccount as of the end of the Collection Period divided by the applicable Receipt Quantities. The Receipt Quantities used in these calculations shall be the Receipt Quantities subject to fuel charges, without regard to Negotiated Rate Agreements, applicable under this Tariff during the Collection Period based on best available information, adjusted for changes reasonably anticipated to occur during the Recovery Period. The Deferred Component may be positive or negative.

(b) The accumulated deferred subaccount balances for each Reimbursement Percentage is to be adjusted semi-annually to reflect the following, as applicable:

(1) The quantities associated with TIGER's actual under- or over-recovery at the end of each six (6) Month period of Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel if applicable.

(2) Adjustments to any prior Month's recoveries.

(3) Carrying charges on the deferred subaccounts.

(c) The amount to be included as an adjustment in the deferral subaccounts for any Month shall be calculated as follows, with separate calculations for each Deferred Component identified in Section 36.5(a) hereof:

(1) TIGER shall determine the actual Fuel Gas, the actual Lost and Unaccounted For Gas, and actual Booster Compression Fuel Gas.

(2) TIGER shall then determine the quantity of Fuel Gas, the quantity of

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Lost and Unaccounted For Gas, and the quantity of Booster Compression Fuel Gas recovered for that Month, as follows: the quantity of Fuel, Lost and Unaccounted For Gas, and Booster Compression Fuel recovered shall be determined by multiplying the Fuel Gas Reimbursement Percentages, the Lost and Unaccounted For Gas Reimbursement Percentage, and the Booster Compression Fuel Reimbursement Percentage in effect during the Month by the applicable Receipt Quantities for the Month.

(3) The adjustment to the deferral subaccounts for the Month shall be based on the difference between item (1) and item (2) of this sub-section (c) hereof. This amount shall be recorded in the deferral subaccount as follows:

(i) TIGER shall debit the relevant deferral account in the event that the fuel volumes under item (1) exceed the recovered volumes under item (2) for that Month.

(ii) TIGER shall credit the relevant deferral account in the event that fuel volumes under item (1) are less than the recovered volumes under item (2) for that Month.

(4) TIGER shall separately calculate the monetary value of volumetric under- and over-recoveries by applying the AMIP for the month to the volumetric under- or over-recoveries for that month in each deferral subaccount.

(5) TIGER will add carrying charges applicable for the Month to each deferral subaccount. The carrying charge shall be the product of the following:

(i) The carrying charge base shall be the prior Month's balance in the reimbursement subaccount;

(ii) TIGER shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten thousandth of 1%.

(d) In each semi-annual filing to revise its Reimbursement Percentage(s), TIGER shall calculate the deferred volumetric components by dividing the under- or over-recovered amount in each deferred subaccount at the end of the Collection Period as determined in (4) above by a projected price for the Recovery Period. TIGER shall provide support demonstrating the reasonableness for such projected price in the semi-annual filing.

## 37. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to TIGER's pro forma service agreements.

### 37.1. Non-Conforming Agreements with Negotiated Rates

## **FORMS OF SERVICE AGREEMENT**

1. Rate Schedules FTS and ITS
  - 1.1 Rate Schedules FTS and ITS, Exhibit A
  - 1.2 Rate Schedules FTS and ITS, Exhibit B
  - 1.3 Rate Schedules FTS and ITS, Exhibit C
2. Rate Schedule PALS
  - 2.1 Rate Schedule PALS, PALS Request Order Form
3. Capacity Release
  - 3.1 Capacity Release, Appendix A
4. Pooling Agreement

[FOR RATE SCHEDULES FTS AND ITS]

Contract No. ....

ETC TIGER PIPELINE, LLC (TIGER)  
TRANSPORTATION RATE SCHEDULE .....  
AGREEMENT DATED .....  
UNDER SUBPART ..... OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: ....., a .....

[or, alternatively, omit the line above and when applicable, pursuant to Section 1.2 of Rate Schedules FTS and ITS, use the following: ....., as agent, for ..... (“Principals”), hereinafter individually and collectively referred to as “Shipper” which Principals meet the requirements set forth in Section 1.2 of Rate Schedules FTS and ITS which is incorporated herein by reference.]

2. MDQ: ..... Dth per Day. If Contract MDQ varies over the term of this Agreement, specify Contract MDQs and applicable effective dates below:

Contract MDQ is Phase I Expansion Capacity: Yes .....No.....

3. TERM: ..... through .....  
[Specify contractual rollover-rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

..... Shipper or  
..... Other: ....., a .....

5. .... This Agreement supersedes and cancels a ..... Agreement dated .....  
..... Capacity Rights for this Permanent Release Agreement were released from .....  
..... [for firm service only] Service and reservation charges commence the later of:

- (a) ....., and
- (b) the date capacity to provide the service hereunder is available on TIGER's System.

..... Other: .....

6. SHIPPER'S ADDRESS TIGER'S ADDRESS

.....  
.....  
.....

7. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by TIGER be less than the applicable minimum rate or more than the applicable maximum rate set forth in TIGER's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by TIGER to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in TIGER's FERC Gas Tariff as may be revised from time to time.

c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in TIGER's FERC Gas Tariff, as approved by the FERC from time to time.

d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in TIGER's FERC Gas Tariff, as may be revised from time to time. Except as otherwise expressly set forth in a negotiated rate agreement, the immediately preceding sentence is not intended to limit, nor shall it be deemed to limit, the applicability under Shipper's Agreement of periodic adjustments pursuant to Section 36 of TIGER's General Terms and Conditions.

e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and TIGER understand and agree that this Agreement shall be subject

to TIGER's FERC Gas Tariff and the regulations and negotiated rate policies of the FERC, including without limitation any requirements for TIGER to file for and receive FERC approval of the Negotiated Rates.

f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Agreement, as may be revised from time to time.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either TIGER 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 a waiver of any other breach or default.

h. Succession and Assignment. In the case of an Agreement under Rate Schedule FTS, the Agreement may be transferred by assignment pursuant to Section 25 of the General Terms and Conditions of TIGER's FERC Gas Tariff or by capacity release pursuant to Section 14 of the General Terms and Conditions of TIGER's FERC Gas Tariff. In the case of an Agreement under Rate Schedule ITS, in the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. Except as provided for in Section 25 of the General Terms and Conditions, no other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to TIGER without the prior express written consent of TIGER, provided, however, that in the case of an Agreement under Rate Schedule ITS, the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of TIGER. The Agreement may be assigned by TIGER to a wholly or partially owned affiliate, special purpose joint venture, or partnership.

i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TIGER or Shipper.

j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, 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.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of TIGER's FERC Gas Tariff.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ....., EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ....., AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT.

m. Entire Agreement. This Agreement contains the entire agreement between TIGER 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 Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. No waiver, representation or agreement shall affect this Agreement unless it is in writing.

Agreed to by:

TIGER

SHIPPER

/s/: .....  
NAME: .....  
TITLE: .....

/s/: .....  
NAME: .....  
TITLE: .....

EXHIBIT A  
DATED .....

Company:

Contract No.:

Receipt Point(s):  
[FTS Only]

Name / Location	County Area	State	PIN No.	MDQ (Dth)
PRIMARY RECEIPT POINT(S):				
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
SECONDARY RECEIPT POINT(S):				
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

Receipt Pressure, Assumed Atmospheric Pressure

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Gas to be delivered to TIGER at the Receipt Point(s) shall be in accordance with Section 18.1 of TIGER's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in TIGER's Catalog of Points.

Rates

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The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas  
Reimbursement Percentages (%)

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Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.

EXHIBIT B  
DATED .....

Company:

Contract No.:

Delivery Point(s):  
[FTS Only]

Name / Location	County Area	State	PIN No.	MDQ (Dth)
-----------------	-------------	-------	---------	--------------

PRIMARY DELIVERY POINT(S):

- .....  
.....  
.....  
.....

SECONDARY DELIVERY POINT(S):

- .....  
.....  
.....  
.....

Delivery Pressure, Assumed Atmospheric Pressure  
.....

Gas to be delivered by TIGER to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of TIGER's General Terms and Conditions.

EXHIBIT C  
DATED .....

ETC TIGER PIPELINE, LLC  
NEGOTIATED RATE AGREEMENT  
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[FOR RATE SCHEDULE PALS]

Contract No. ....

ETC TIGER PIPELINE, LLC (TIGER)  
RATE SCHEDULE PALS  
AGREEMENT DATED .....  
UNDER SUBPART ..... OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: ....., a .....

[or, alternatively, omit the line above, and when applicable, pursuant to Section 1.2 of Rate Schedules PALS, use the following: ....., as agent, for ..... (“Principals”), hereinafter individually and collectively referred to as “Shipper” which Principals meet the requirements set forth in Section 1.2 of Rate Schedules PALS which is incorporated herein by reference.]

2. Maximum Aggregate Quantity (Dth) ..... (On any Day, the total of all MAQ ROs can never exceed this quantity.)

3. Maximum Daily Quantity (Dth) .....(on any Day, the total MDQ of all ROs can never exceed this quantity).

4. TERM: ..... through ..... [Specify contractual rollover-rights or seasonal or other variable term rights, if any] and month to month thereafter until terminated by prior written notice by either party. Termination shall not discharge any obligation accrued hereunder.

5. Service will be ON BEHALF OF:

..... Shipper or  
..... Other: ....., a .....

6. .... This Agreement supersedes and cancels a .... Agreement dated .....  
..... [for firm service only] Service and reservation charges commence the later of:

(a) ....., and  
(b) the date capacity to provide the service hereunder is available on TIGER's System.

..... Other: .....

7. SHIPPER'S ADDRESS TIGER'S ADDRESS

.....  
.....  
.....

8. PALS Request Order. The form of the PALS Request Order attached hereto or such other mutually agreeable form, when executed by the parties shall evidence their agreement as to the terms of the particular transaction for the Park and Loan Service pursuant to this Agreement, including the quantity, rate, Receipt and Delivery Points for parking and lending and the term. The PALS Request Order may specify a range for the quantity and term of a Park and Loan. A single PALS Request Order may cover both a park and loan within limits specified.

9. PARK AND LOAN QUANTITY:

(i) Park Service: shall consist of TIGER's receipt of a quantity of Gas at the designated Receipt Point(s) on the designated date, requested by Shipper under a PALS Request Order and approved by TIGER, TIGER's holding of such parked quantity of Gas for Shipper's account and TIGER's redelivery of the parked quantity of Gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS Request Order. The Point for completion of the park must be the same as the Point at which the park was initiated, subject to the provisions of Section 7 of Rate Schedule PALS and Section 6.12(g) of the General Terms and Conditions of TIGER's FERC Gas Tariff regarding the use of different points.

(ii) Loan Service: shall consist of TIGER lending a specified quantity of Gas, requested by Shipper and approved by TIGER, from designated Delivery Point(s) set forth in Shipper's PALS Request Order and the Shipper's redelivery of and TIGER's acceptance of such quantities for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS Request Order. The Point for completion of the loan must be the same as the Point at which the loan was initiated, subject to the provisions of Section 7 of Rate Schedule PALS and Section 6.12(g) of the General Terms and Conditions of TIGER's FERC Gas Tariff regarding the use of different points.

10. For Parking service, subject to the terms and provisions of this Agreement (including the Request Order attached hereto) and of Rate Schedule PALS and the General Terms and Conditions of TIGER's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause Gas to be delivered to TIGER and TIGER agrees (a) to receive a quantity of Gas ("Parked Quantity"), up to the daily and total quantity of Gas specified

in the Request Order, not to exceed the MDQ and MAQ specified in this Agreement, on behalf of Shipper at the agreed upon Point(s) and at the agreed upon times on TIGER's System; and (b) to hold the Parked Quantity on TIGER's System and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon point(s) and at the agreed upon time. Shipper shall make any necessary arrangements with TIGER at the agreed upon point(s); provided, however, that such arrangements shall be compatible with the operating conditions of TIGER's pipeline System, and the scheduling and curtailment priorities in the General Terms and Conditions of TIGER's FERC Gas Tariff.

11. For Loan service subject to the terms and provision of this Agreement (Including the form of Request Order attached hereto) and of TIGER's Rate Schedule PALS and the General Terms and Conditions of TIGER's FERC Gas Tariff, as amended from time to time, TIGER agrees to deliver or cause Gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of Gas specified in the Request Order ("Borrowed Quantity"), not to exceed the Maximum Daily Quantity, and the Maximum Total Quantity as specified in this Agreement, at the available and agreed upon point(s) and at the agreed upon time on TIGER's System; and (b) to return the Borrowed Quantity to TIGER at the agreed point(s) and at the agreed upon time. Shipper shall make any necessary arrangements with TIGER or third parties to receive Gas from or deliver Gas to TIGER at the agreed upon point(s); provided, however, that such arrangements shall be compatible with the operating conditions of TIGER's pipeline System and the scheduling and curtailment priorities in the General Terms and Conditions of TIGER's FERC Gas Tariff and shall provide for coordinated scheduling with TIGER.

12. Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Rate Schedule PALS and the General Terms and Conditions of TIGER's FERC Gas Tariff. In the event TIGER is unable to provide the quantities of Rate Schedule PALS service requested by all Shippers under Rate Schedule PALS, then TIGER shall allocate the available service among such Shippers in accordance with Rate Schedule PALS.

13. TIGER shall render Park and Loan services to Shipper at the Point(s) agreed to by TIGER and Shipper.

14. Any or all of the following provisions may be included (where applicable) in the PALS Agreement and/or in any related Negotiated Rate or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by TIGER be less than the applicable minimum rate or more than the applicable maximum rate set forth in TIGER's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by TIGER to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in TIGER's FERC Gas Tariff as may be revised from time to time.

c. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.

d. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in TIGER's FERC Gas Tariff, as approved by the FERC from time to time.

e. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in TIGER's FERC Gas Tariff, as may be revised from time to time.

f. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and TIGER understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under TIGER's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for TIGER to file for and receive FERC approval of the Negotiated Rates.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either TIGER 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 a waiver of any other breach or default.

h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to TIGER without the prior express written consent of TIGER, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of TIGER. The Agreement may be assigned by TIGER to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership.

i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TIGER or Shipper.

j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, 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.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of TIGER's FERC Gas Tariff.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ....., EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF .

m. Entire Agreement. This Agreement contains the entire agreement between TIGER 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 Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this Agreement.

16. Rate Schedule PALS, as revised from time to time, controls this Agreement and is incorporated herein. The attached PALS Request Order Form is part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF ....., AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to TIGER if TIGER must provide them to the FERC.

Agreed to by:

ETC TIGER PIPELINE, LLC

SHIPPER

/s/: .....  
NAME: .....  
TITLE: .....

/s/: .....  
NAME: .....  
TITLE: .....

Request Order RO No.: .....  
 PALS REQUEST ORDER FORM

DATED .....

Shipper: ..... Type of Service: Park ..... Loan .....  
 Initiation Point Name(s) and POI(s):..... MAQ RO: .....Dth)  
 Completion Point Name(s) and POI(s):..... Minimum Aggregate Quantity:.....  
 Term: Start ..... End ..... PALS Agreement #: .....

Schedule:

Date(s) Service to be Provided (May Reflect a Range of Dates)		Daily Quantity (Dth) (May Reflect a Range of Volumes)			
From	Through	Park or Loan Payback		Loan or Park Delivery	
		Minimum	Maximum	Minimum	Maximum
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Rates: Rates may vary based on quantity, time period, etc., as set out in the Pro Forma Service Agreement

Daily PALS Usage Charge: \*.....

Service will be ON BEHALF OF:

..... Shipper or  
 ..... Other: ....., a .....

SHIPPER'S CONTACT AND ADDRESS

.....  
 .....  
 .....

Phone: ..... Fax: .....

Other Conditions (if any): .....

Agreed to by:

---

ETC TIGER PIPELINE, LLC

SHIPPER

/s/: .....

/s/:.....

NAME: .....

NAME: .....

TITLE: .....

TITLE: .....

\* The rate shall be the applicable maximum rate and other applicable maximum lawful charges except as otherwise provided specified in writing, which agreement must be consistent with Section 34 or 30 of the General Terms and Conditions of this Tariff (relating to Discounting and Negotiated Rates, respectively).

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT  
(For temporary capacity release under  
Rate Schedule FTS)

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

Shipper's Name (Replacement Shipper) for Notices and Invoices:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contract No: \_\_\_\_\_

Term: This Service Agreement shall become effective on \_\_\_\_\_, and shall continue in effect through (and shall terminate on) \_\_\_\_\_, not to extend beyond the term specified in the underlying FTS Service Agreement between ETC TIGER PIPELINE, LLC(Transporter) and the party releasing its capacity (hereinafter referred to as "Releasing Shipper").

Rate: ETC TIGER PIPELINE, LLC (Transporter) shall directly bill Shipper the negotiated rate for the released capacity as set forth on Appendix A hereto, plus fuel and any applicable surcharges, (unless otherwise provided on Appendix A). The Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS Rate Schedule.

Liability for Payment: It is expressly understood and agreed by the parties hereto that Releasing Shipper has a vested interest in Shipper's timely payment of amounts billed to Shipper, for credits to Releasing Shipper's account with Transporter. In the event Shipper fails to timely pay an invoice from Transporter hereunder, and Releasing Shipper is billed and pays such amount to Transporter, Releasing Shipper shall be entitled to bring an action under this Service Agreement for reimbursement for such amounts paid to Transporter.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary Receipt and Delivery Points are set forth on Appendix A, attached hereto and incorporated herein.

Other: \_\_\_\_\_

The Parties agree that facsimile copies, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be binding agreements. To submit a Service Agreement via fax, the entire Service Agreement must be faxed to Transporter's Market Operations at (281) 714-2179. The Service Agreement must also be properly executed. Upon Shipper's request, Transporter will furnish Shipper with a paper copy of the executed Service Agreement.

Any notice, statement, or bill provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Service Agreement and to Transporter when sent to the following:

All Notices/Accounting Matters:  
ETC TIGER PIPELINE, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payments to Designated Depository:  
ETC TIGER PIPELINE, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's FERC Gas Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this

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Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

ETC TIGER PIPELINE, LLC

Shipper

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

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

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

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

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

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

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT  
(For temporary capacity release under  
Rate Schedule FTS)  
(continued)

APPENDIX A

To

GAS TRANSPORTATION AGREEMENT

Between

ETC TIGER PIPELINE, LLC

and

\_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MDQ): \_\_\_\_\_ dth

RATE: \_\_\_\_\_

Primary Receipt Point (1)

Maximum Daily  
Receipt Quantity (3)

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

Primary Delivery Point (2)

Maximum Daily  
Delivery Quantity (3)

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

- (1) Shipper agrees to tender, or cause to be tendered, Gas for transportation at the Receipt Point(s) identified above or at secondary points, if applicable, at pressures sufficient to effect delivery into Transporter's facilities, not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its System operation to enable Shipper to effectuate said deliveries.
- (2) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Delivery Point(s) identified above or at secondary points, if applicable; provided however, Transporter shall have no obligation to provide compression and/or alter its System operation to effectuate said deliveries.
- (3) Aggregate may not exceed MDQ as shown above.



POOLING AGREEMENT

Contract No. \_\_\_\_\_

This Agreement is entered into effective the 1st day of \_\_\_\_, \_\_\_ by and between ETC Tiger Pipeline, LLC (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Transporter owns and operates mainline transmission facilities whereby it transports natural gas in interstate commerce in accordance with its FERC Gas Tariff, as amended from time to time.

WHEREAS, Shipper owns or controls certain natural gas supplies connected to Transporter's facilities at various wellhead, plant, and/or pipeline interconnect Receipt Points; and

WHEREAS, Shipper desires to "pool" its Gas from various physical Receipt Point(s) to a single logical(administrative) point in order to facilitate the delivery of Gas to other shippers and the nomination of Gas by shippers seeking the physical transportation of such Gas from the logical point, in accordance with such shippers' Transportation Service Agreements with Transporter; and

WHEREAS, Transporter desires to establish logical (administrative) pooling points ("Pooling Points") where Gas supplies within such pooling area may be pooled for administrative purposes.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Transporter and Shipper (sometimes hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1. Pooling Point. Shipper may nominate to Transporter (in accordance with Paragraph 3 of this Agreement) quantities of Gas from various physical Receipt Point(s) for pooling at the Pooling Point by designating such Pooling Point as the Delivery Point.

2. Transfer of Title. Shipper may elect to transfer title to Gas pooled pursuant to this Agreement to another shipper who is a party to a Pooling Agreement or a Transportation Service Agreement with Transporter. This will allow transfers from Shipper to another Shipper to take place at the Pooling Point, and the Pooling Point may be nominated (in accordance with Paragraph 3 hereof) as a Delivery and/or Receipt Point (as appropriate). Shippers purchasing and transporting Gas from the Pooling Point shall transport their pooled Gas by nominating such Pooling Point as a Receipt Point (rather than nominating individual Wellhead or interconnect Receipt Point(s)) for transportation of such Gas in accordance with their Transportation Service Agreements with Transporter.

3. Nomination and Allocation. Transporter's Transportation Service Agreements and Pooling Agreements (including this Agreement) are assigned contract numbers which shall be referenced by Shipper (and other shippers and poolers) for nomination purposes. Nominations shall be made in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, and must also include identification of all upstream and downstream contract numbers, as applicable. Receipt and delivery priorities must be specified in the nomination of the pool contract.

4. Pooling Charges. There are currently no charges for pooling. In the event Transporter receives FERC approval to collect a charge applicable to pooling, this agreement shall terminate and Transporter and Shipper shall determine whether to enter into a new Pooling Agreement reflecting such charges. Shipper understands that any physical movement of Gas by Transporter from the Pooling Point will be done only under a Transportation Service Agreement.

5. Term. This Agreement shall be effective on the first day of the month and shall continue on a month to month basis until canceled by either Party upon at least thirty (30) days prior written notice.

6. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ....., EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF .....

7. Entire Agreement. This Agreement contains the entire agreement between Transporter and Shipper with respect to the subject matter hereof, and supersedes any and all prior understanding 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 Agreement shall be effective unless agreed upon in a written instrument executed by Transporter and Shipper which expressly refers to this Agreement.

8. Other Provisions. The Parties agree that facsimile copies, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be binding agreements. To submit a Service Agreement via fax, the entire Service Agreement must be faxed to Transporter, Attn: Market Services, 1300 Main Street, Houston, Texas 77002 at (713) 989-1203. The Service Agreement must also be properly executed. Upon Shipper's request, Transporter will furnish Shipper with a paper copy of the executed Service Agreement.

Any notice, statement, or bill provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth below and to Transporter when sent to the following:

All Notices/Accounting Matters:  
ETC Tiger Pipeline, LLC  
Attn: Market Services  
1300 Main Street  
Houston, Texas 77002

Shipper's Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's FERC Gas Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated below each signature, to be effective on the date first herein above written.

ETC Tiger Pipeline, LLC

Shipper

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

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

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

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

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

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

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