



TIGER PIPELINE
An ENERGY TRANSFER Company

January 10, 2019

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

RE: ETC TIGER PIPELINE, LLC
Non-Conforming Agreement Assignment
Docket No. RP19-_____

Dear Ms. Bose:

Pursuant to Part 154.204 and 154.601 of the regulations of the Federal Energy Regulatory Commission (Commission), ETC Tiger Pipeline, LLC (Tiger) hereby electronically submits for filing with the Commission as part of its FERC NGA Gas Tariff, volume titled Filed Agreements and First Revised Volume No. 1 (Tariff), the revised tariff records listed on Appendix A to this letter, to be effective on January 11, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to reflect the assignment of a non-conforming, negotiated rate service agreement. Tiger and QEP Energy Company (QEP Energy) are currently parties to Rate Schedule FTS transportation Contract No. 300005 (QEP Agreement). QEP Energy and Aethon III HV LLC (Aethon) jointly filed in Docket No. RP19-381-000 a petition requesting a limited waiver of the Commission's capacity release regulations and policies, and the applicable capacity release tariff provisions in Tiger's Tariff in order to effectuate a permanent release and assignment of the QEP Agreement. The Commission granted, by letter order dated January 2, 2019 (166 FERC ¶ 61,001), the petitioners request for temporary, limited waiver of the Commission's capacity release regulations and Tiger's tariff.

The QEP Agreement's contractual capacity is 100,000 Dth per day which is being assigned to Aethon along with specified points and rates applicable to the assigned capacity. The QEP Agreement contains non-conforming term language due to the uncertainty of the precise date that service would commence on the newly constructed pipeline, as well as early service options for Interim Period Service and Perryville Interconnect Service. These non-conforming provisions are no longer applicable. Aethon's replacement Service Agreement conforms to Tiger's form of service agreement with the exception of Exhibit D, regarding creditworthiness. Aethon's negotiated rate agreement is reflected in Exhibit C. As Aethon's replacement Service Agreement will be for the remaining term of the QEP Agreement, which supported Tiger's original construction and capital investment, an agreement concerning specific credit requirements between Tiger and Aethon is necessary to keep Tiger financially indifferent to the permanent capacity release and is incorporated as Exhibit D. The non-conforming creditworthiness provisions in Exhibit D do not present a risk of undue discrimination or affect the quality of service provided by Tiger.

In addition, Tiger is submitting a tariff record in Tiger's First Revised Volume No. 1 to update the agreement filed herein on General Terms and Conditions section 37., Non-Conforming Agreements.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tiger moves to place the proposed tariff records into effect on January 11, 2019, the effective date of the assignment of the service agreement discussed herein. Tiger respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's regulations and any and all other waivers of its regulations that it deems necessary to approve the changes to the service agreement and allow the proposed tariff records in this filing to become effective on January 11, 2019, as proposed.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- . This transmittal letter including a Statement of Nature, Reasons and Basis and Appendix A in PDF format
- . A clean version of the proposed tariff records in PDF format for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . A copy of the complete filing in PDF format for publishing in eLibrary

As the tariff records containing the new service agreement are new tariff records, there is no marked version of the Version 0.0.0 tariff records included in the Marked Tariff attachment.

COMMUNICATIONS, PLEADINGS AND ORDERS

All correspondence and communications concerning this filing should be served on each of the following persons:

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¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Tiger respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Tiger to include additional representatives on the official service list.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Tiger's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory commissions. Tiger has posted this filing on its Internet web site accessible via <http://tigertransfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2005(a) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief. The undersigned possesses full power and authority to sign this filing.

Respectfully submitted,

ETC Tiger Pipeline, LLC

/s/ Deborah A. Bradbury

Deborah A. Bradbury
Sr. Director – Regulatory Tariffs & Reporting

ETC TIGER PIPELINE, LLC
FERC NGA Gas Tariff

Tariff Records
Proposed to be effective January 11, 2019

<u>Tariff Record</u> <u>Version</u>	<u>Description</u>	<u>Title</u>
<u>Filed Agreements</u>		
1.0.0	Agreement	K 300005 (Questar Exploration and Production Co.) - Assigned
1.0.0	1.	Exh A - Reserved
1.0.0	2.	Exh B - Reserved
1.0.0	3.	Exh C - Reserved
0.0.0	Agreement	K 300338 (Aethon III HV LLC)
0.0.0	1.	K 300338 – Exh A (Aethon III HV LLC)
0.0.0	2.	K 300338 – Exh B (Aethon III HV LLC)
0.0.0	3.	K 300338 – Exh C (Aethon III HV LLC)
0.0.0	4.	K 300338 – Exh D (Aethon III HV LLC)
<u>First Revised Volume No. 1</u>		
4.0.0	37.	Non-Conforming Agreements

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.

Chesapeake Energy Marketing, L.L.C, Amended and Restated Transportation Rate Schedule FTS Agreement, Dated April 1, 2016 (Contract 300000).

EnCana Marketing (USA) Inc., Transportation Rate Schedule FTS Agreement, Dated April 14, 2010 (Contract 300001).

Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300002).

Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300003).

BG Energy Merchants, LLC, Transportation Rate Schedule FTS Agreement, Dated April 21, 2010 (Contract 300004).

Petrohawk Energy Corporation, Transportation Rate Schedule FTS Agreement, Dated February 7, 2011 (Contract No. TBD).

Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

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(Version 1.0.0, Agreement) K 300005 (Questar Exploration and Production Co.) - Assigned

Option Code "A"

Questar Exploration and Production Co. (Contract No. K 300005)

Is assigned to

Aethon III HV LLC (Contract No. K 300338)

Effective January 11, 2019

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 11, 2019

(Version 1.0.0, 1.) Exh A - Reserved

Option Code "A"

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

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Effective January 11, 2019

(Version 1.0.0, 2.) Exh B - Reserved

Option Code "A"

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 11, 2019

(Version 1.0.0, 3.) Exh C - Reserved

Option Code "A"

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective on January 11, 2019

(Version 0.0.0, Agreement) K 300338 (Aethon III HV LLC)

Option Code "A"

Contract No. 300338
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 10, 2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

- d. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this FTS 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 FTS Agreement, as may be revised from time to time.
- e. 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.
- f. 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. Except as provided for in Section 25 of the General Terms and Conditions, no other assignment of this FTS 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. This FTS Agreement may be assigned by TIGER to a wholly or partially owned affiliate, special purpose joint venture, or partnership.
- g. No Third Party Beneficiaries. This FTS Agreement shall not create any rights in any third parties, and no provision of this FTS 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.
- h. 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.
- i. Effect of Tariff. This FTS Agreement shall at all times be subject to all applicable provisions of TIGER's FERC Gas Tariff.
- j. **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS FTS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT.**
- k. Entire Agreement. Effective as of the commencement of the term of this FTS Agreement, this FTS 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 FTS Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this FTS Agreement.

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7. The above-stated Rate Schedule, as revised from time to time, controls this FTS Agreement and is incorporated herein. The attached Exhibits A, B, C, and D are a part of this FTS Agreement. No waiver, representation or agreement shall affect this FTS Agreement unless it is in writing.

Agreed to by:

ETC TIGER PIPELINE, LLC
("TIGER")

/s/ [Signature] **SPH**
NAME: Belen Hickey
TITLE: SVP Interstate

AETHON III HV LLC
("SHIPPER")

/s/ [Signature] **cc**
NAME: Trestan V. Phillips
TITLE: Vice President

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective on January 11, 2019

(Version 0.0.0, 1.) K 300338 - Exh A (Aethon III HV LLC)

Option Code "A"

Contract No. 300338
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 10, 2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

EXHIBIT A
DATED January 10, 2019

Company: Aethon III HV LLC, a Delaware limited liability company

Contract No.: 300338

Receipt Point(s):

PRIMARY RECEIPT POINT(S):*

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>Point No.</u>	<u>MDO (Dth)</u>
Kinderhawk Plantation I/C			79024	20,000
Woodardville			78534	80,000

*As defined in Exhibit C, an Eligible Primary Receipt Point is any Receipt Point on the Pipeline that is designated on this Exhibit A as a Primary Receipt Point

SECONDARY RECEIPT POINT(S): All Eligible Secondary Receipt Points, as defined in Exhibit C hereof

Receipt Pressure, Assumed Atmospheric Pressure

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

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement or in Exhibit C of this FTS Agreement. Such agreement shall be consistent with Section 34 or 30 of the Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)

Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective on January 11, 2019

(Version 0.0.0, 2.) K 300338 - Exh B (Aethon III HV LLC)

Option Code "A"

Contract No. 300338
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 10, 2019 UNDER SUBPART G OF PART 284
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EXHIBIT B
DATED January 10, 2019

Company: Aethon III HV LLC, a Delaware limited liability company

Contract No.: 300338

Delivery Point(s):

PRIMARY DELIVERY POINT(S):*

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>Point No.</u>	<u>MDO (Dth)</u>
Columbia Gulf			78555	60,000
SESH			78543	40,000

*As defined in Exhibit C, an Eligible Primary Delivery Point is any Delivery Point on the Pipeline that is designated on this Exhibit B as a Primary Delivery Point.

SECONDARY DELIVERY POINT(S): All Eligible Secondary Delivery Points, as defined in Exhibit C hereof

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.

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

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Effective on January 11, 2019

(Version 0.0.0, 3.) K 300338 - Exh C (Aethon III HV LLC)

Option Code "A"

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EXHIBIT C
DATED January 10, 2019

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("NRA") between TIGER and Shipper, incorporated as an exhibit to, and made part of, the FTS Agreement, Contract No. 300338, between TIGER and Shipper, as first referenced above, sets forth the negotiated rates and charges for the natural gas transportation service to be provided on the Pipeline by TIGER to Shipper ("Negotiated Rates") under the FTS Agreement, subject to the terms and the requirements of the FERC pertaining to negotiated rate transactions. The rates under the FTS Agreement shall be the applicable maximum rates and other applicable lawful charges except as otherwise expressly provided in this NRA.

**ARTICLE 1
DEFINITIONS**

- 1.1 "Booster Facilities" shall have the meaning given to it in Section 4.2 of this NRA.
- 1.2 "Booster Facilities Rates" shall have the meaning given to it in Section 4.2 of this NRA.
- 1.3 "Carthage Interconnect" shall have the meaning given to it in Section 1.14 of this NRA.
- 1.4 "Effective Date" shall have the meaning given to it in Section 3 of the FTS Agreement.
- 1.5 "Eligible Delivery Point" shall mean any Delivery Point on the Pipeline that is either an Eligible Primary Delivery Point or an Eligible Secondary Delivery Point.
- 1.6 "Eligible Primary Delivery Point" shall mean any Delivery Point on the Pipeline that is designated on Exhibit B to the FTS Agreement as a Primary Delivery Point.
- 1.7 "Eligible Primary Receipt Point" shall mean any Receipt Point on the Pipeline that is designated on Exhibit A to the FTS Agreement as a Primary Receipt Point.
- 1.8 "Eligible Receipt Point" shall mean any Receipt Point on the Pipeline that is either an Eligible Primary Receipt Point or an Eligible Secondary Receipt Point.
- 1.9 "Eligible Secondary Delivery Point" shall mean any Delivery Point on the Pipeline.
- 1.10 "Eligible Secondary Receipt Point" shall mean any Receipt Point on the Pipeline.
- 1.11 "Fixed Negotiated Commodity Rate" shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to firm service during the Primary Term.
- 1.12 "Fixed Negotiated Monthly Reservation Rate" shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to firm service during the Primary Term.
- 1.13 "FTS Agreement" shall mean that certain firm transportation service agreement, under Rate Schedule FTS of TIGER'S Tariff, entered by and between Shipper and TIGER, dated as of _____, of which this NRA is a part as Exhibit C.

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1.14 "Pipeline" shall mean TIGER's interstate natural gas pipeline system consisting of approximately one-hundred eighty (180) miles of mainline 42-inch pipeline originating at a point of interconnection with Houston Pipe Line Company in Panola County, Texas, ("Carthage Interconnect") and extending to a point of interconnection in Richland Parish, Louisiana, with the interstate pipeline system owned by Southeast Supply Header, LLC (the "SESH Interconnect"), with related compression facilities, as owned, installed, and operated by TIGER in accordance with the FERC certificate authorization in FERC Docket No. CP09-460-000.

1.15 "ROFR" shall have the meaning given to it in Section 5.2 of this NRA.

1.16 "SESH Interconnect" shall have the meaning given to it in Section 1.14 of this NRA.

Capitalized terms not defined by this NRA shall have the meaning given to them by the FTS Agreement and the Tariff.

**ARTICLE 2
TERM**

2.1 Term. This NRA shall be effective from the commencement of any service under the FTS Agreement and shall remain in effect through the expiration of the Primary Term of the FTS Agreement.

**ARTICLE 3
RESERVATION AND COMMODITY RATES**

3.1 Primary Term Reservation and Commodity Rates. During the Primary Term, for firm service under the FTS Agreement from any of the Eligible Receipt Points to any of the Eligible Delivery Points, up to the Contract MDQ, Shipper shall pay TIGER the following Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate, in lieu of the otherwise currently effective maximum monthly reservation rate and maximum commodity rate, respectively, set forth in TIGER's Tariff for firm service under Rate Schedule FTS:

(a) Fixed Negotiated Monthly Reservation Rate: \$10.1896/Dth (100% Load Factor: \$0.335 Dth/d), and

(b) Fixed Negotiated Commodity Rate: \$0.00/Dth.

The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the Primary Term, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable maximum or minimum commodity rate, respectively, set forth in TIGER's Tariff for firm service under Rate Schedule FTS from time to time, or of any change to such maximum or minimum rates.

**ARTICLE 4
NEGOTIATED RATE TERMS AND CONDITIONS;
ADDITIONAL RATES AND CHARGES**

4.1 General Terms. The Fixed Negotiated Monthly Reservation Rates and Fixed Negotiated Commodity Rates set forth in this NRA, as applicable pursuant to Article 3 of this NRA, shall apply only to: (i) service provided to Shipper by TIGER under the FTS Agreement from the Eligible Receipt Points to the Eligible Delivery Points, up to the Contract MDQ; and (ii) an aggregate maximum daily firm transportation quantity equal to the Contract MDQ, for all quantities transported on a firm basis under the FTS Agreement and any associated capacity release replacement agreements. Pursuant to Section

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12.1(a)(7) of the General Terms and Conditions of TIGER's Tariff, Shipper at all times must maintain such creditworthiness or provide credit support in accordance with Exhibit D of the FTS Agreement.

4.2 Other Rates and Charges. The rates to be charged for service under the FTS Agreement shall include, in addition to the other rates set forth in this FTS Agreement, the ACA Surcharge and such other surcharges as the FERC may from time to time approve. Shipper shall also pay TIGER for any Authorized Overrun Service at a rate equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate as set forth in the Tariff. Shipper shall also pay all applicable incremental rates and charges that may apply to service at any Receipt Point or Delivery Point as set forth in the Tariff. To the extent that TIGER installs booster compression facilities ("Booster Facilities") at one or more Receipt Points or Delivery Points on TIGER's System to facilitate the receipt into or delivery of Gas from TIGER's System at such Points, and to the extent that Shipper uses the Booster Facilities at any such Receipt Points or Delivery Points, then Shipper shall also pay any and all applicable maximum rates and charges set forth in TIGER's Tariff for Shipper's use of such Booster Facilities, including without limitation the applicable Booster Compression Fuel (collectively, "Booster Facilities Rates"); *provided, however, that on any particular Day, for Shipper's firm deliveries under the FTS Agreement of up to 100,000 Dth/d to the Delivery Points set forth on Appendix A to this NRA, Shipper shall not be obligated to pay any otherwise applicable Booster Facilities Rates at any of the Delivery Points set forth on Appendix A to this NRA, if either (i) (a) such deliveries by Shipper were nominated and scheduled on a primary basis and (b) Booster Facilities were not, as of the date on which Shipper designated such Point as a Primary Delivery Point, required for TIGER to facilitate such deliveries at the Delivery Point, or (ii) (a) such deliveries by Shipper were nominated and scheduled on a secondary basis and (b) the total aggregate scheduled quantity of Gas at the particular Delivery Point for such Day is less than or equal to the initial minimum meter capacity set forth on Appendix A to this NRA for such Delivery Point.* Shipper shall also pay all applicable imbalance and penalty charges under the Tariff.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

5.1 Conformance to Law. Shipper and TIGER understand and agree that this NRA shall be subject to any and all applicable conditions precedent under TIGER's 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.

5.2 ROFR. Shipper shall have a contractual right of first refusal ("ROFR") to retain capacity under the FTS Agreement upon expiration of the Primary Term, which shall be exercisable in accordance with the ROFR procedures set forth in the Tariff.

5.3 Succession and Assignment. The FTS Agreement may only be assigned in accordance with the express provisions of TIGER's Tariff or in accordance with the permanent capacity release provisions of TIGER's Tariff. No assignment of the FTS Agreement, or any permanent or temporary release of capacity under the FTS Agreement, will transfer any rights which apply to Shipper under the terms hereof, other than an assignment in whole of the FTS Agreement.

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APPENDIX A TO NRA

Delivery Points:

Delivery Point	County/Parish	State	Initial Minimum Meter Capacity
HPL Carthage	Panola	Texas	500,000 Dth/d
Columbia Gulf	Franklin	Louisiana	1,050,000 Dth/d
Texas Eastern	Bienville	Louisiana	125,000 Dth/d
Texas Gas Transmission	Quachita	Louisiana	500,000 Dth/d
ANR	Richland	Louisiana	500,000 Dth/d
Trunkline Gas Company	Richland	Louisiana	500,000 Dth/d
Tennessee Gas Pipeline	Jackson	Louisiana	250,000 Dth/d
SESH	Richland	Louisiana	1,075,000 Dth/d

ETC Tiger Pipeline Company, LLC

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Effective on January 11, 2019

(Version 0.0.0, 4.) K 300338 - Exh D (Aethon III HV LLC)

Option Code "A"

Contract No. *300338*
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED *January 10, 2019* UNDER SUBPART G OF PART 284
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EXHIBIT D
DATED *January 10, 2019*

CREDITWORTHINESS

Shipper at all times must maintain such creditworthiness (or provide credit support) as is required under this Exhibit D.

(a) Shipper will be deemed creditworthy if (i) the long-term unsecured credit rating of Shipper, or of a corporate parent of Shipper ("Parent Guarantor") from which there is a then-effective irrevocable guaranty in a form satisfactory to TIGER and that absolutely and unconditionally guarantees the prompt performance and prompt payment of Shipper to TIGER, is at least BBB- by Standard & Poor's ("S&P") and at least Baa3 by Moody's Investors Service, Inc. ("Moody's"), without being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 20% of Shipper's or its Parent Guarantor's, as applicable, tangible net worth. 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 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.

(b) If Shipper does not meet the creditworthiness requirements of TIGER, then Shipper shall thereafter maintain a cash deposit, irrevocable standby letter of credit that is in a form and from a bank acceptable to TIGER, in TIGER's sole judgment, or other form of credit support acceptable to TIGER in TIGER's sole judgment, in any case securing the full and faithful performance and payment of all of Shipper's obligations under the Transportation Agreement ("Credit Support"), equal to the total aggregate dollar value of \$24,455,000 (twenty-four million four hundred fifty five thousand dollars). The Credit Support shall be issued and maintained by Shipper for the benefit of TIGER throughout the term of the Transportation Agreement, as may be extended from time to time.

(c) At any time while the Transportation Agreement is effective, if TIGER determines that, as of such time any bank or other institution providing or ensuring Credit Support in TIGER's favor in accordance with section (b) above is no longer acceptable to TIGER, then TIGER may submit a written notice of such determination to Shipper (which notice shall provide TIGER's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from TIGER, Shipper shall deliver to TIGER, and shall thereafter maintain, alternative Credit Support in accordance with section (b) above.

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(d) Other than cash, any Credit Support that is provided to TIGER pursuant to section (b) shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. Shipper shall furnish extension or replacement of such Credit Support sixty (60) days prior to the expiration thereof, from time to time until the expiration of the FTS Agreement. All extensions, amendments and replacement of any of Shipper's Credit Support shall be delivered to TIGER in the form of such outstanding Credit Support, or in a form otherwise satisfactory to TIGER. TIGER shall have the right to draw against any outstanding Credit Support upon: (i) failure to make payment when due under the Transportation Agreement; or (ii) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Credit Support as provided herein. In the event of draw in accordance with clause (i) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by TIGER. In the event of a draw in accordance with clause (ii), which draw may be in whole or part, the proceeds of the draw shall be retained by TIGER until TIGER receives a replacement shipper's Credit Support or until TIGER does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under the FTS Agreement (in which event, such monies shall be applied against same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement shipper's Credit Support in an amount equal to the amount drawn by TIGER. Any draw made by TIGER under an outstanding Credit Support shall not relieve Shipper of any liabilities, deficiencies, costs, expense or damages beyond what is drawn under the Credit Support. Shipper's Credit Support (representing any undrawn portion thereof), to the extent it still remains of any Credit Support in the form of cash deposit held by TIGER shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which the Transportation Agreement has terminated or expired and (ii) the date on which all of Shippers performance and payment obligations under the Transportation Agreement (including, without limitation, any damages arising from the Transportation Agreement) have been fulfilled.

(e) The creditworthiness and Credit Support requirements set forth in this Exhibit D shall apply to any assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement for the term of the Transportation Agreement. TIGER shall apply consistent evaluation practices to all similarly situated shippers to determine the shipper's financial ability to perform the payment obligations due to TIGER over the term of the requested or existing service agreement.

MARKED VERSION

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.

Chesapeake Energy Marketing, L.L.C, Amended and Restated Transportation Rate Schedule FTS Agreement, Dated April 1, 2016 (Contract 300000).

EnCana Marketing (USA) Inc., Transportation Rate Schedule FTS Agreement, Dated April 14, 2010 (Contract 300001).

Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300002).

Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300003).

BG Energy Merchants, LLC, Transportation Rate Schedule FTS Agreement, Dated April 21, 2010 (Contract 300004).

~~Questar Exploration and Production Company, Transportation Rate Schedule FTS Agreement, Dated April 21, 2010 (Contract 300005).~~

Petrohawk Energy Corporation, Transportation Rate Schedule FTS Agreement, Dated February 7, 2011 (Contract No. TBD).

Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~ January 11, 2019

(~~Section 6.7~~, Version 01.0.0, Agreement) K 300005 (Questar Exploration and Production Co.) - Assigned

Option Code "A"

Questar Exploration and Production Co. (Contract No. K 300005)

Is assigned to

Aethon III HV LLC (Contract No. K 3000xxx)

Effective January 11, 2019

~~Contract No. 30005-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

1. ~~SHIPPER is: Questar Exploration and Production Company, a Texas corporation~~

2. ~~MDQ: 100,000 Dth per Day ("Contract MDQ")~~

3. ~~TERM: The term of this FTS Agreement shall commence on the earlier to occur of (i), with respect to Interim Period Service or Perryville Interconnect Service only, the date on which, after notice is received by Shipper from TIGER pursuant to Section 3.4 of Exhibit C to this FTS Agreement, the Pipeline (as defined in Exhibit C of this FTS Agreement) is first ready to provide either Interim Period Service or Perryville Interconnect Service, to the extent applicable; and (ii) the Effective Date, as defined in Exhibit C hereto, and shall continue thereafter, whether in the case of clause (i) or clause (ii) above, for a period of ten (10) Years from and after such Effective Date (such ten (10) Year period, the "Primary Term"), subject to the contractual right of first refusal provision set forth in Section 5.2 of Exhibit C of this FTS Agreement.~~

4. ~~Service will be ON BEHALF OF:~~

~~Shipper, or
 Other: _____, a _____~~

5. ~~SHIPPER'S ADDRESS TIGER'S ADDRESS~~

~~..... ETC Tiger Pipeline, LLC
..... 711 Louisiana Street, Suite 900
..... Houston, Texas 77002
Attn: Contract Administration
Phone: (918) 491-4101
Fax: (281) 714-2179~~

~~With copy to:~~

~~ETC Tiger Pipeline, LLC
800 E. Sonterra Boulevard #400
San Antonio, Texas 78258
Attn: Senior Director, Interstate
Phone: (210) 403-7300
Fax: (210) 403-7500~~

~~Payments:~~

~~ETC Tiger Pipeline, LLC
Wachovia Bank, NA
Winston Salem, NC
ABA: 053000219
Acct: 2079900588305~~

6. ~~a. Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this FTS Agreement, the Negotiated Rates or rates under a Negotiated~~

~~Rate Formula shall apply to service provided by TIGER to Shipper for the term of the FTS 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.~~

- ~~b. In no event shall TIGER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula 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 FTS Agreement of periodic adjustments pursuant to Section 36 of TIGER's General Terms and Conditions.~~
- ~~c. Shipper and TIGER understand and agree that this FTS 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.~~
- ~~d. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this FTS 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 FTS Agreement, as may be revised from time to time.~~
- ~~e. 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.~~
- ~~f. 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. Except as provided for in Section 25 of the General Terms and Conditions, no other assignment of this FTS 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. This FTS Agreement may be assigned by TIGER to a wholly or partially owned affiliate, special purpose joint venture, or partnership.~~
- ~~g. No Third Party Beneficiaries. This FTS Agreement shall not create any rights in any third parties, and no provision of this FTS 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.~~
- ~~h. 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.~~
- ~~i. Effect of Tariff. This FTS Agreement shall at all times be subject to all applicable provisions of TIGER's FERC Gas Tariff.~~
- ~~**j. GOVERNING LAW, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS FTS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT**~~

~~OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT.~~

~~k. Entire Agreement. Effective as of the commencement of the term of this FTS Agreement, this FTS 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 FTS Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this FTS Agreement.~~

~~7. The above stated Rate Schedule, as revised from time to time, controls this FTS Agreement and is incorporated herein. The attached Exhibits A, B, and C are a part of this FTS Agreement. No waiver, representation or agreement shall affect this FTS Agreement unless it is in writing.~~

Agreed to by:

TIGER _____

SHIPPER _____

/s/ _____

/s/ _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~ January 11, 2019

(~~Section 6.7~~, Version 01.0.0, 1.) ~~K-300005 (Questar Exploration and Production Co.)~~ Exh A - Reserved

Option Code "A"

~~EXHIBIT A-~~
~~DATED JUNE 5, 2010~~

~~Company: Questar Exploration and Production Company, a Texas corporation~~

~~Contract No.: 300005~~

~~Receipt Point(s):~~

~~PRIMARY RECEIPT POINT(S):*~~

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
Woodardville	Bienville	Louisiana		100,000

~~*As defined in Exhibit C, an Eligible Primary Receipt Point is any Receipt Point on the Pipeline that is designated on this Exhibit A as a Primary Receipt Point~~

~~SECONDARY RECEIPT POINT(S): All Eligible Secondary Receipt Points, as defined in Exhibit C hereof~~

~~Receipt Pressure, Assumed Atmospheric Pressure~~

~~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~~

~~The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement or in Exhibit C of this FTS Agreement. Such agreement shall be consistent with Section 34 or 30 of the Tariff (relating to discounts and to negotiated rates, respectively).~~

~~Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)~~

~~Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.~~

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~ January 11, 2019

(~~Section 6.7~~, Version 01.0.0, 2.) ~~K-300005—Exh B (Questar Exploration and Production Co.)~~ Exh B - Reserved

Option Code "A"

~~EXHIBIT B-~~
~~DATED APRIL 21, 2010~~

~~Company: Questar Exploration and Production Company, a Texas corporation~~

~~Contract No.: 300005~~

~~Delivery Point(s):~~

~~PRIMARY DELIVERY POINT(S):*~~

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
Columbia Gulf	Franklin	Louisiana		100,000

~~*As defined in Exhibit C, an Eligible Primary Delivery Point is any Delivery Point on the Pipeline that is designated on this Exhibit B as a Primary Delivery Point.~~

~~SECONDARY DELIVERY POINT(S): All Eligible Secondary Delivery Points, as defined in Exhibit C hereof~~

~~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.~~

ETC Tiger Pipeline Company, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~ January 11, 2019

(~~Section 6.7~~, Version 01.0.0, 3.) ~~K-300005—Exh B (Questar Exploration and Production Co.)~~ Exh C - Reserved

Option Code "A"

~~Contract No. 30005-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART C OF PART 284
OF THE FERC'S REGULATIONS~~

~~EXHIBIT C-
DATED APRIL 21, 2010~~

~~NEGOTIATED RATE AGREEMENT~~

~~This Negotiated Rate Agreement (“NRA”) between TIGER and Shipper, incorporated as an exhibit to, and made part of, the FTS Agreement, Contract No. 30005, between TIGER and Shipper, as first referenced above, sets forth the negotiated rates and charges for the natural gas transportation service to be provided on the Pipeline by TIGER to Shipper (“Negotiated Rates”) under the FTS Agreement, subject to the terms and the requirements of the FERC pertaining to negotiated rate transactions. The rates under the FTS Agreement shall be the applicable maximum rates and other applicable lawful charges except as otherwise expressly provided in this NRA.~~

~~ARTICLE 1-
DEFINITIONS~~

- ~~1.1 — “Booster Facilities” shall have the meaning given to it in Section 4.2 of this NRA.~~
- ~~1.2 — “Booster Facilities Rates” shall have the meaning given to it in Section 4.2 of this NRA.~~
- ~~1.3 — “Carthage Interconnect” shall have the meaning given to it in Section 1.15 of this NRA.~~
- ~~1.4 — “Effective Date” shall mean the first Day of the Month following notice from TIGER to Shipper that the Pipeline is ready, as of the Day of delivery of such notice, to provide firm service from the Carthage Interconnect to the SESH Interconnect, including firm service to Shipper under the FTS Agreement, up to Shipper’s Contract MDQ, from the Primary Receipt Point(s) set forth on Exhibit A of the FTS Agreement to the Primary Delivery Point(s) set forth on Exhibit B of the FTS Agreement.~~
- ~~1.5 — “Eligible Delivery Point” shall mean any Delivery Point on the Pipeline that is either an Eligible Primary Delivery Point or an Eligible Secondary Delivery Point.~~
- ~~1.6 — “Eligible Primary Delivery Point” shall mean any Delivery Point on the Pipeline that is designated on Exhibit B to the FTS Agreement as a Primary Delivery Point.~~
- ~~1.7 — “Eligible Primary Receipt Point” shall mean any Receipt Point on the Pipeline that is designated on Exhibit A to the FTS Agreement as a Primary Receipt Point.~~
- ~~1.8 — “Eligible Receipt Point” shall mean any Receipt Point on the Pipeline that is either an Eligible Primary Receipt Point or an Eligible Secondary Receipt Point.~~
- ~~1.9 — “Eligible Secondary Delivery Point” shall mean any Delivery Point on the Pipeline.~~
- ~~1.10 — “Eligible Secondary Receipt Point” shall mean any Receipt Point on the Pipeline.~~
- ~~1.11 — “Fixed Negotiated Commodity Rate” shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to firm service during the Primary Term; (ii) in Section 3.2 of this NRA, with respect to Interim Period Service; and (iii) in Section 3.3 of this NRA, with respect to Perryville Interconnect Service.~~
- ~~1.12 — “Fixed Negotiated Monthly Reservation Rate” shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to firm service during the Primary Term; (ii) in Section 3.2 of this~~

~~NRA, with respect to Interim Period Service; and (iii) in Section 3.3 of this NRA, with respect to Perryville Interconnect Service.~~

~~1.13 —“FTS Agreement” shall mean that certain firm transportation service agreement, under Rate Schedule FTS of TIGER’S Tariff, entered by and between Shipper and TIGER, dated as of April 21, 2010, of which this NRA is a part as Exhibit C.~~

~~1.14 —“Perryville Interconnects” shall have the meaning given to it in Section 3.3 of this NRA.~~

~~1.15 —“Pipeline” shall mean TIGER’s interstate natural gas pipeline system consisting of approximately one hundred eighty (180) miles of mainline 42-inch pipeline originating at a point of interconnection with Houston Pipe Line Company in Panola County, Texas, (“Carthage Interconnect”) and extending to a point of interconnection in Richland Parish, Louisiana, with the interstate pipeline system owned by Southeast Supply Header, LLC (the “SESH Interconnect”), with related compression facilities, as owned, installed, and operated by TIGER in accordance with the FERC certificate authorization in FERC Docket No. CP09 460 000.~~

~~1.16 —“Precedent Agreement” shall mean that certain precedent agreement, dated April 30, 2009, entered by and between TIGER and Shipper, and pursuant to which TIGER and Shipper entered the FTS Agreement.~~

~~1.17 —“ROFR” shall have the meaning given to it in Section 5.2 of this NRA.~~

~~1.18 —“SESH Interconnect” shall have the meaning given to it in Section 1.15 of this NRA.~~

~~Capitalized terms not defined by this NRA shall have the meaning given to them by the FTS Agreement and the Tariff.~~

~~ARTICLE 2 TERM~~

~~2.1 Term. This NRA shall be effective from the commencement of any service under the FTS Agreement, including any Interim Period Service or Perryville Interconnect Service, and shall remain in effect through the expiration of the Primary Term of the FTS Agreement.~~

~~ARTICLE 3 RESERVATION AND COMMODITY RATES~~

~~3.1 Primary Term Reservation and Commodity Rates. During the Primary Term, for firm service under the FTS Agreement from any of the Eligible Receipt Points to any of the Eligible Delivery Points, up to the Contract MDQ, Shipper shall pay TIGER the following Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate, in lieu of the otherwise currently effective maximum monthly reservation rate and maximum commodity rate, respectively, set forth in TIGER’s Tariff for firm service under Rate Schedule FTS:~~

~~(a) Fixed Negotiated Monthly Reservation Rate: \$10.1896/Dth (100% Load Factor: \$0.335 Dth/d), and~~

~~(b) Fixed Negotiated Commodity Rate: \$0.00/Dth.~~

~~The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the Primary Term, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable maximum or minimum commodity rate, respectively, set forth in TIGER’s Tariff for firm service under Rate Schedule FTS from time to time, or of any change to such maximum or minimum rates.~~

~~3.2 **Interim Period Service Reservation and Commodity Rates.** During the availability of any Interim Period Service, until the Effective Date under the FTS Agreement, to the extent that TIGER receives Gas from Shipper at the available Receipt Point(s) on Supply Leg at sufficient pressure to permit TIGER to make deliveries to the Carthage Interconnect, Shipper shall have the right, but not the obligation, to receive service under the FTS Agreement on an interim basis from such Receipt Point(s) to the Carthage Interconnect at the following Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate, in lieu of the otherwise currently effective maximum monthly reservation rate and maximum commodity rate, respectively, set forth in TIGER's Tariff for such Interim Period Service:~~

~~(a) Fixed Negotiated Monthly Reservation Rate: \$5.0948 (100% Load Factor: \$0.1675 Dth/d), and~~

~~(b) Fixed Negotiated Commodity Rate: \$0.00/Dth.~~

The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the availability of any Interim Period Service, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable maximum or minimum commodity rate, respectively, set forth in TIGER's Tariff for firm service under Rate Schedule FTS from time to time, or any change to such maximum or minimum rates.

~~3.3 **Perryville Interconnect Service Reservation and Commodity Rates.** During the availability of any Perryville Interconnect Service, until the Effective Date under the FTS Agreement, if TIGER has placed into service firm capacity from any one or more of the Pipeline's Receipt Point(s) on the Supply Leg to any Delivery Points that are located in the state of Louisiana (such Delivery Points, collectively, the "Perryville Interconnects"), but has not yet placed into service firm capacity from the Carthage Interconnect to the SESH Interconnect, and to the extent that TIGER receives Gas from Shipper at such Receipt Point(s) at sufficient pressure to permit TIGER to make such deliveries to the Perryville Interconnects, then Shipper shall have the right, but not the obligation, to receive service under the FTS Agreement on an interim basis from such Receipt Point(s) to the available Perryville Interconnects at the following Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate, in lieu of the otherwise currently effective maximum monthly reservation rate and maximum commodity rate, respectively, set forth in TIGER's Tariff for such Perryville Interconnect Service:~~

~~(a) Fixed Negotiated Monthly Reservation Rate: \$10.1896/Dth (100% Load Factor: \$0.335 Dth/d), and~~

~~(b) Fixed Negotiated Commodity Rate: \$0.00/Dth.~~

The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the availability of any Perryville Interconnect Service, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable maximum or minimum commodity rate, respectively, set forth in Tiger's Tariff for firm service under Rate Schedule FTS, or any change to such maximum or minimum rates.

~~3.4 **Interim Period Service; Perryville Interconnect Service: Availability.** For any Month prior to the Effective Date during which TIGER elects to make Interim Period Service or Perryville Interconnect Service available to shippers, TIGER shall provide Shipper with not less than ten (10) Business Days' prior written notice of the availability of such Interim Period Service or Perryville Interconnect Service. Upon Shipper's receipt of such written notice from TIGER of the availability of any Interim Service or Perryville Interconnect Service, Shipper shall provide written notice to TIGER, not later than five (5) Business Days prior to the beginning of the applicable Month, of the portion of Contract MDQ, if any, for which Shipper desires to subscribe to Interim Period Service and/or Perryville Interconnect Service, as applicable, for such Month; *provided, however, that* in the event that both Interim Service and Perryville Interconnect Service are available in any given Month, then the Contract MDQ shall apply in the aggregate to determine the maximum quantity of Interim Period Service and Perryville Interconnect Service for which Shipper may contract in such Month. If insufficient capacity exists during~~

~~any applicable Month to satisfy all Interim Period Service and/or Perryville Interconnect Service shippers' requests for capacity for such Month, as applicable, then TIGER shall pro-rate the amount of capacity available to each shipper for such Month, based on each shipper's relevant Contract MDQ, and shall notify Shipper in writing of the amount of Shipper's Interim Period Service and/or Perryville Interconnect Service, as applicable, no later than three (3) Business Days prior to the first Day of such Month.~~

ARTICLE 4 NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL RATES AND CHARGES

~~4.1 **General Terms.** The Fixed Negotiated Monthly Reservation Rates and Fixed Negotiated Commodity Rates set forth in this NRA, as applicable pursuant to Article 3 of this NRA, shall apply only to: (i) service provided to Shipper by TIGER under the FTS Agreement from the Eligible Receipt Points to the Eligible Delivery Points, up to the Contract MDQ; and (ii) an aggregate maximum daily firm transportation quantity equal to the Contract MDQ, for all quantities transported on a firm basis under the FTS Agreement and any associated capacity release replacement agreements. Pursuant to Section 12.1(a)(7) of the General Terms and Conditions of TIGER's Tariff, Shipper at all times must maintain such creditworthiness or provide credit support in accordance with section 5.3 of the Precedent Agreement.~~

~~4.2 **Other Rates and Charges.** The rates to be charged for service under the FTS Agreement shall include, in addition to the other rates set forth in this FTS Agreement, the ACA Surcharge and such other surcharges as the FERC may from time to time approve. Shipper shall also pay TIGER for any Authorized Overrun Service at a rate equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate as set forth in the Tariff. Shipper shall also pay all applicable incremental rates and charges that may apply to service at any Receipt Point or Delivery Point as set forth in the Tariff. To the extent that TIGER installs booster compression facilities ("Booster Facilities") at one or more Receipt Points or Delivery Points on TIGER's System to facilitate the receipt into or delivery of Gas from TIGER's System at such Points, and to the extent that Shipper uses the Booster Facilities at any such Receipt Points or Delivery Points, then Shipper shall also pay any and all applicable maximum rates and charges set forth in TIGER's Tariff for Shipper's use of such Booster Facilities, including without limitation the applicable Booster Compression Fuel (collectively, "Booster Facilities Rates"); *provided, however, that* on any particular Day, for Shipper's firm deliveries under the FTS Agreement of up to 100,000 Dth/d to the Delivery Points set forth on Appendix A to this NRA, Shipper shall not be obligated to pay any otherwise applicable Booster Facilities Rates at any of the Delivery Points set forth on Appendix A to this NRA, if either (i) (a) such deliveries by Shipper were nominated and scheduled on a primary basis and (b) Booster Facilities were not, as of the date on which Shipper designated such Point as a Primary Delivery Point, required for TIGER to facilitate such deliveries at the Delivery Point, or (ii) (a) such deliveries by Shipper were nominated and scheduled on a secondary basis and (b) the total aggregate scheduled quantity of Gas at the particular Delivery Point for such Day is less than or equal to the initial minimum meter capacity set forth on Appendix A to this NRA for such Delivery Point. Shipper shall also pay all applicable imbalance and penalty charges under the Tariff.~~

ARTICLE 5 MISCELLANEOUS PROVISIONS

~~5.1 **Conformance to Law.** Shipper and TIGER understand and agree that this NRA shall be subject to any and all applicable conditions precedent under TIGER's 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.~~

~~5.2 **ROFR.** Shipper shall have a contractual right of first refusal ("ROFR") to retain capacity under the FTS Agreement upon expiration of the Primary Term, which shall be exercisable in accordance with the ROFR procedures set forth in the Tariff.~~

~~5.3 **Succession and Assignment.** Prior to the Pipeline's initial in service date, assignment of the FTS Agreement shall be governed by the Precedent Agreement. On and after the Pipeline's initial in-~~

~~service date, the FTS Agreement may only be assigned in accordance with the express provisions of TIGER's Tariff or in accordance with the permanent capacity release provisions of TIGER's Tariff. No assignment of the FTS Agreement, or any permanent or temporary release of capacity under the FTS Agreement, will transfer any rights which apply to Shipper under the terms hereof, other than an assignment in whole of the FTS Agreement.~~

~~Contract No. 30005-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

APPENDIX A TO NRA

Delivery Points:

Delivery Point	County/Parish	State	Initial Minimum Meter Capacity
HPL Carthage	Panola	Texas	500,000 Dth/d
Columbia Gulf	Franklin	Louisiana	1,050,000 Dth/d
Texas Eastern	Bienville	Louisiana	125,000 Dth/d
Texas Gas Transmission	Quachita	Louisiana	500,000 Dth/d
ANR	Richland	Louisiana	500,000 Dth/d
Trunkline Gas Company	Richland	Louisiana	500,000 Dth/d
Tennessee Gas Pipeline	Jackson	Louisiana	250,000 Dth/d
SESH	Richland	Louisiana	1,075,000 Dth/d