



TIGER PIPELINE
An ENERGY TRANSFER Company

March 15, 2019

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

RE: ETC Tiger Pipeline, LLC
Housekeeping
Docket No. RP19-_____

Dear Ms. Bose:

ETC Tiger Pipeline, LLC (Tiger) hereby electronically submits for filing with the Federal Energy Regulatory Commission (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 the attached Appendix A to this letter proposed to be effective on April 15, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose administrative housekeeping revisions to Tiger's tariff. The changes proposed in this filing do not affect operations or a shipper's terms and conditions of service.

First, Tiger is removing the rate records and all references to Interim Period Service and Perryville Interconnect Service throughout its First Revised Volume No. 1 tariff. These services were offered upon completion of certain facilities during the construction of the Tiger pipeline and expired when the entire Tiger pipeline went into service.

Second, in the General Terms and Conditions (GT&C) Section 1, Definitions, Tiger proposes to remove the definition for Negotiated Rate Formula and clarify that a Negotiated Rate could include a negotiated rate formula. Therefore, references to Negotiated Rate Formula are removed throughout the First Revised Volume No. 1 tariff. Tiger proposes to add a definition for NGA as that is the type of tariff Tiger offers its customers in accordance with the Commission's regulations. Also in Section 1, Tiger proposes to remove the numbering of definitions and to maintain the definitions in alphabetical order. This provides ease of administration for future additions to or deletions from the tariff definitions.

Third, in GT&C section 37, Tiger distinguishes non-conforming agreements with negotiated rates and updates the list to remove one expired contract, add the contract number to a listed agreement and rename the shipper on a contract that was assigned and kept the original contract number.

Fourth, in the Filed Agreements tariff volume, Tiger indicates expiration of Contract Nos. 300002 and 300006.

Last, minor administrative revisions in First Revised Volume No. 1 include: updating the format of the Title Page record and the Statement of Negotiated Rates under Currently Effective Rates; noting Currently Effective Rates section 3 as reserved in the Table of Contents; and updating Tiger's address on several tariff records.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Tiger requests that the proposed tariff records be accepted effective April 15, 2019 without further action from Tiger. Tiger respectfully requests that the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on April 15, 2019.

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:

- . A transmittal letter and Appendix A in PDF format
- . A clean copy of the proposed tariff records in PDF format
- . A marked version of the proposed tariff changes in PDF format
- . A copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADINGS AND ORDERS

Tiger requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston¹
Vice President
Chief Regulatory Officer
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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 agencies. 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, and possesses full power and authority to sign such 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

Proposed to be Effective April 15, 2019

Tariff Record

<u>Version</u>	<u>Description</u>	<u>Title</u>
First Revised Volume No. 1		
2.0.0	Tariff	First Revised Volume No. 1
2.0.0	Part 1	Table of Contents
2.0.0	Part 4	Currently Effective Rates
1.0.0	Currently Effective Rates	4. Reserved
1.0.0	Currently Effective Rates	5. Reserved
1.0.0	Currently Effective Rates	6. Statement of Negotiated Rates
3.0.0	1.	Rate Schedule FTS
2.0.0	2.	Rate Schedule ITS
1.0.0	3.	Rate Schedule PALS
4.0.0	1.	Definitions
4.0.0	2.	Priority of Service
1.0.0	9.	Overrun, Unauthorized Overrun Charges; Penalty Revenue
6.0.0	14.	Capacity Release by Firm Shippers
1.0.0	16.	Abandonment, Contract Rollovers and Right of First Refusal
1.0.0	30.	Negotiated Rates
1.0.0	34.	Discounting
3.0.0	36.	Periodic Fuel Gas Reimbursement Adjustment
5.0.0	37.	Non-Conforming Agreements
2.0.0	1.	Rate Schedules FTS and ITS
1.0.0	2.	Rate Schedule PALS
1.0.0	4.	Pooling Agreement

Filed Agreements

1.0.0	Agreement	K300002 (Shell Energy North America (US), L.P.) – Expired
1.0.0	1.	Reserved
1.0.0	2.	Reserved
1.0.0	3.	Reserved
1.0.0	Agreement	K300006 (BG Energy Merchants, LLC) – Expired

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
Should be Addressed to:

Michael T. Langston
Vice President
Chief Regulatory Officer
1300 Main Street
Houston, Texas 77002
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Facsimile: (713) 989-1205
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6. Statement of Negotiated Rates

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

RATE SCHEDULE FTS

1. AVAILABILITY

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, which shall indicate whether Shipper is a Phase I Expansion Shipper. 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 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.

(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 received for transportation.

(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 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 received by TIGER from 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.

RATE SCHEDULE ITS

1. AVAILABILITY

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. 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 received 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 received for transportation, 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 actually received for transportation by TIGER from 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 received by TIGER from 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

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. 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 received 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:

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 purchased 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.

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

5.4 (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).

5.5 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.

5.6 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.

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.

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.

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.

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.

CONTRIBUTION IN AID OF CONSTRUCTION OR CIAC

"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 such facilities.

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.

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.

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.

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.

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.

STANDARD REPORTING BASIS

"Standard Reporting Basis" for Btu shall mean 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry. "Standard Reporting Basis" for gigacalorie shall mean 1.035646 Kg/cm squared and 15.6 degrees C and dry.

"Standard Reporting Basis" for Gas volumes shall mean cubic foot at standard conditions of 14.73 psia at 60 degrees F and dry. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, at 15 degrees C and dry.

NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does **NAESB WGQ** state whether transactions may take place between parties on a volumetric basis.

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.

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.

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.

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.

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.

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).

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.

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.

16.4 VALID REQUEST CRITERIA

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.

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.

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

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.

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. 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 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 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

- (a) Chesapeake Energy Marketing, L.L.C, Amended and Restated Transportation Rate Schedule FTS Agreement, Dated April 1, 2016 (Contract 300000).
- (b) EnCana Marketing (USA) Inc., Transportation Rate Schedule FTS Agreement, Dated April 14, 2010 (Contract 300001).
- (c) Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300003).
- (d) Shell Energy North America (US), L.P. (as successor to BG Energy Merchants, LLC), Transportation Rate Schedule FTS Agreement, Dated April 21, 2010 (Contract 300004).
- (e) Petrohawk Energy Corporation, Transportation Rate Schedule FTS Agreement, Dated February 7, 2011 (Contract No.300074).
- (f) Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).

[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
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/:

/s/:

NAME:

NAME:

TITLE:

TITLE:

[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
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:

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: _____

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 15, 2019

(Version 1.0.0, Agreement) **K 300002 (Shell Energy North America (US), L.P.) - Expired**

Option Code “A”

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 15, 2019

(Version 1.0.0, 1.) Reserved

Option Code “A”

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 15, 2019

(Version 1.0.0, 2.) Reserved

Option Code “A”

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 15, 2019

(Version 1.0.0, 3.) Reserved

Option Code “A”

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 15, 2019

(Version 1.0.0, Agreement) **K 300006 (BG Energy Merchants, LLC) - Expired**

Option Code "A"

MARKED VERSION

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
Should be Addressed to:

Michael T. Langston
Vice President
Chief Regulatory Officer
1300 Main Street
Houston, Texas 77002
Telephone: (713) 989-7610
Facsimile: (713) 989-1205
michael.langston@energytransfer.com

~~ETC TIGER PIPELINE, LLC~~
~~P. O. Box 4967~~
~~Houston, Texas 77210-4967~~

~~1300 Main Street~~
~~Houston, Texas 77002~~

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~~RESERVED~~CURRENTLY EFFECTIVE RATES
 AND REIMBURSEMENT PERCENTAGES
 FOR RATE SCHEDULE FTS AND ITS
 INTERIM PERIOD SERVICE

	Maximum	Minimum
<u>Rate Schedule FTS</u>		
Monthly Reservation	\$8.7346	\$0.0000
Commodity	\$0.0000	\$0.0000
Authorized Overrun	\$0.2872	\$0.0000
<u>Rate Schedule ITS</u>		
Commodity	\$0.2872	\$0.0000
Authorized Overrun	\$0.2872	\$0.0000
<u>ACA Surcharge 1/</u>		
Unit Charge Pursuant to Section 35 of the General Terms and Conditions	\$0.0000	\$0.0000

REIMBURSEMENT PERCENTAGES FOR FUEL GAS
 AND LOST AND UNACCOUNTED FOR GAS:

	Fuel Gas	L&U	Total
Reimbursement Percentage		0.15 %	0.15

1/ ~~Under the Commission's Regulations, an ACA Surcharge will become effective on October 1st following assessment of ACA charges by the Commission.~~

~~RESERVED~~CURRENTLY EFFECTIVE RATES
AND REIMBURSEMENT PERCENTAGES
FOR RATE SCHEDULE FTS AND ITS
PERRYVILLE INTERCONNECT SERVICE

	Maximum	Minimum
<u>Rate Schedule FTS</u>		
Monthly Reservation	\$10.6572	\$0.0000
Commodity	\$ 0.0041	\$0.0041
Authorized Overrun	\$ 0.3545	\$0.0041
<u>Rate Schedule ITS</u>		
Commodity	\$ 0.3545	\$0.0041
Authorized Overrun	\$ 0.3545	\$0.0041
<u>ACA Surcharge 1/</u>		
Unit Charge Pursuant to Section 35 of the General Terms and Conditions	\$ 0.0000	\$ 0.0000

REIMBURSEMENT PERCENTAGES FOR FUEL GAS
AND LOST AND UNACCOUNTED FOR GAS:

	Fuel Gas	L&U	Total
Reimbursement Percentage	0.30 %	0.15 %	0.45 %

1/ Under the Commission's Regulations, an ACA Surcharge will become effective on October 1st following assessment of ACA charges by the Commission.

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30

Shipper Name	Rate Schedule	Term of Contract	Contract MDQ (Dth/d)	Reservation Rate(s)	Commodity Charge(s)	Primary Receipt Point(s)/Point No(s).	Primary Delivery Point(s)/Point No(s).
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STATEMENT OF NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Contract MDQ (Dth/d)	Primary Receipt Point(s)	Primary Delivery Point(s)	Term
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These negotiated rate agreements do not deviate in any material respect from the form of service agreement set forth in this Tariff.

RATE SCHEDULE FTS

1. AVAILABILITY

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, which shall indicate whether Shipper is a Phase I Expansion Shipper. 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 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, ~~or under a Negotiated Rate Formula,~~ 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: ~~TIGER's Gas Transportation Department, at Market Operations, 711 Louisiana Street, Suite 900, Houston, Texas 77002, or Telecopy Number (281) 714-2179.~~

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.

(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-à-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 received for transportation.

(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 ~~or a rate under a Negotiated Rate Formula~~, 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 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 received by TIGER from 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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ agreements).

5.6 TIGER may, consistent with any provisions on discounting in the FTS Agreement or in a separate discount, or Negotiated Rate ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ 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.

RATE SCHEDULE ITS

1. AVAILABILITY

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. 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 received 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 ~~or under a Negotiated Rate Formula~~, 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:

~~TIGER's Gas Transportation Department, at Market Operations, 711 Louisiana Street, Suite 900, Houston, Texas 77002, or Telecopy Number (281) 714-2179.~~

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 received for transportation, 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 actually received for transportation by TIGER from Shipper during the billing Month. ~~For Interim Period Service and Perryville Interconnect Service, different rates apply as set out in this Tariff.~~

(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 ~~or a rate under a Negotiated Rate Formula~~, 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 received by TIGER from 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~~ ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ agreements).

5.6 TIGER may, consistent with any provisions on discounting in the ITS Agreement or in a separate discount, or Negotiated Rate ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ 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

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. 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 received 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 ~~or under a Negotiated Rate Formula~~, 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:

~~TIGER's Gas Transportation Department, at Market Operations, 711 Louisiana Street, Suite 900, Houston, Texas 77002, or Telecopy Number (281) 714 2179:~~

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 purchased 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.

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 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 ~~or a rate under a Negotiated Rate Formula~~, the rates assessed 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 The ACA surcharge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities received by TIGER from Shipper under this Rate Schedule PALS.

5.4 (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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ agreements).

5.5 TIGER may, consistent with any provisions on discounting in the PALS Agreement or in a separate discount, or Negotiated Rate ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ 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.

5.6 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.

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.

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.

1. DEFINITIONS

~~1.1~~ AGREEMENT

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

~~1.2~~ 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.

~~1.3~~ 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.

~~1.4~~ 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.

~~1.5~~ **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.

~~1.5.1~~ **BASE AGREEMENT**

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

~~1.5.2~~ **BASE CAPACITY**

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

1.5.3—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.

1.5.4—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.

1.6—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.

1.7—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.

1.8—BUSINESS DAY

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

1.9—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, ~~after the later to occur of the end of (i) Interim Period Service, if applicable, or (ii) Perryville Interconnect Service, if applicable.~~

1.10—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.

~~1.11~~ CONTRIBUTION IN AID OF CONSTRUCTION OR CIAC

———"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 such facilities.

~~1.12~~ 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.

~~1.13~~ DAY OR GAS DAY

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

~~1.14~~ 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.

~~1.15~~ DTH

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

MMBtu.

~~1.16~~ — **EDI**

— The term "EDI" shall mean Electronic Data Interchange.

~~1.17~~ — **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.

~~1.18~~ — **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.

~~1.19~~ — **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.

~~1.20~~ — **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.

~~1.21~~ — **GAS**

———"Gas" shall mean combustible hydrocarbon Gas.

~~1.22~~ **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.

~~1.23~~ **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.

~~1.24~~ **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.

~~1.25~~ **INTERIM PERIOD SERVICE**

~~———"Interim Period Service" means any service from the Haynesville interconnects to the Carthage interconnect provided by TIGER prior to the time that TIGER has placed into service firm capacity from the Haynesville interconnects to the Southeast Supply Header interconnect.~~

~~1.26~~ **MCF**

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

~~1.27~~ **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.

~~1.28~~ **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.

~~1.29~~ **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.

~~1.30~~ **NEGOTIATED RATE FORMULA**

~~———The term "Negotiated Rate Formula" shall mean a rate formula provision which TIGER and Shipper have agreed will be applied to 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 rate pursuant to a Negotiated Rate Formula. A Negotiated Rate Formula 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.

~~1.31~~ **NOMINATION**

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

~~1.32~~ **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.

~~1.33~~ **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.

~~1.34 PERRYVILLE INTERCONNECT SERVICE~~

~~“Perryville Interconnect Service” means any service provided from any one or more Receipt Point(s) on the System to any of the Perryville Interconnect Delivery Point(s), for any period prior to the time that TIGER has placed into service firm capacity from the Carthage Interconnect to the Southeast Supply Header Interconnect, or such service as may be otherwise specifically defined in a precedent agreement for an original shipper on TIGER’s initial System.~~

~~1.34.1~~ **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.

~~1.34.2~~ **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.

~~1.34.3~~ **PHASE I EXPANSION CAPACITY**

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

~~1.34.4~~ **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.

~~1.35~~ **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.

~~1.36~~ **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.

~~1.37~~ **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.

~~1.38~~—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.

~~1.39~~—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.

~~1.40~~—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.

~~1.41~~—STANDARD REPORTING BASIS

— "Standard Reporting Basis" for Btu shall mean 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry. "Standard Reporting Basis" for gigacalorie shall mean 1.035646 Kg/cm squared and 15.6 degrees C and dry.

— "Standard Reporting Basis" for Gas volumes shall mean cubic foot at standard conditions of 14.73 psia at 60 degrees F and dry. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, at 15 degrees C and dry.

— **NAESB WGQ** takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

~~1.42~~—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.

~~1.43~~—SYSTEM

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

~~1.44~~—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.

~~1.45~~—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.

~~1.46~~—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.

~~1.47~~—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 ~~or Negotiated Rate Formula~~ is involved, the value assigned to a request which includes a Negotiated Rate ~~or Negotiated Rate Formula~~ 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, ~~other than Interim Period Service or Perryville Interconnect 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 ~~or Negotiated Rate Formula~~, 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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula 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 ~~or Negotiated Rate Formula~~ basis to the extent specified in the posting. TIGER may limit the form of Negotiated Rate ~~or Negotiated Rate Formula~~ 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; ~~provided however this provision does not govern the rights of Shippers receiving Interim Period Service or Perryville Interconnect Service.~~

(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; ~~provided, however, that nothing herein shall be read to limit the rights of Shippers to continued service beyond the expiration of Interim Period Service.~~ 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 ~~or Negotiated Rate Formula~~, 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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~) shall be afforded the same priority as a Shipper which has agreed to a Negotiated Rate ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~) shall be afforded the same priority as a Shipper which has agreed to a Negotiated Rate ~~or Negotiated Rate Formula~~ 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.

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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ 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.

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 ~~or a rate under a Negotiated Rate Formula~~ 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.

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).

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.

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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~ 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 ~~or Negotiated Rate Formula~~, 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 Negotiated Rate Formula~~ or the value of that bid utilizing the Recourse Rate in lieu of the Negotiated Rate ~~or Negotiated Rate Formula~~.

(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.

16.4 VALID REQUEST CRITERIA

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.

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) ~~or a Negotiated Rate Formula~~ 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) ~~or Negotiated Rate Formula~~, 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 Negotiated Rate Formula~~ (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 ~~or Negotiated Rate Formula~~, 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 ~~either: (i) the specific Negotiated Rate included in such Agreement; or (ii) the Negotiated Rate Formula 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 ~~or Negotiated Rate Formula~~.

30.2 AWARD OF FIRM CAPACITY

To the extent the revenue level pursuant to the Negotiated Rate(s) ~~or Negotiated Rate Formula~~ 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) ~~or rate(s) under a Negotiated Rate Formula~~ 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) ~~or rate(s) under a Negotiated Rate Formula~~. If the Negotiated Rate ~~or the rate under a Negotiated Rate Formula~~ 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) ~~or~~

~~rate(s) under a Negotiated Rate Formula~~ 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) ~~or rate(s) under a Negotiated Rate Formula~~ 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) ~~or rate(s) under a Negotiated Rate Formula~~ 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) ~~or rate(s) under the Negotiated Rate Formula~~ 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) ~~or rate(s) under the Negotiated Rate Formula~~ 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) ~~or under a Negotiated Rate Formula~~ will follow TIGER's normal practices associated with all of its services under this Tariff. TIGER will maintain separate records of Negotiated Rate ~~and Negotiated Rate Formula~~ 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) ~~or Negotiated Rate Formula(s)~~ shall be specified in such provision.

30.4 CAPACITY RELEASE REVENUE

TIGER and Shipper may agree hereunder to a Negotiated Rate ~~or Negotiated Rate Formula~~ 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.

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

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 ~~(or Negotiated Rate Formula)~~. In the event that the parties agree upon a Negotiated Rate ~~or Negotiated Rate Formula~~, this Agreement shall be subject to Section 30 of the General Terms and Conditions of TIGER's Tariff.

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 ~~or a Negotiated Rate Formula~~), 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. 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 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 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

- (a) Chesapeake Energy Marketing, L.L.C, Amended and Restated Transportation Rate Schedule FTS Agreement, Dated April 1, 2016 (Contract 300000).
- (b) 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).~~
- (c) Shell Energy North America (US), L.P., Transportation Rate Schedule FTS Agreement, Dated April 22, 2010 (Contract 300003).
- (d) Shell Energy North America (US), L.P. (as successor to BG Energy Merchants, LLC), Transportation Rate Schedule FTS Agreement, Dated April 21, 2010 (Contract 300004).
- (e) Petrohawk Energy Corporation, Transportation Rate Schedule FTS Agreement, Dated February 7, 2011 (Contract No. ~~TBD~~ 300074).
- (f) Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).

[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
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, ~~Negotiated Rate Formula~~ 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 ~~or rates under a Negotiated Rate Formula~~ 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 ~~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 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/:

/s/:

NAME:

NAME:

TITLE:

TITLE:

[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
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, ~~Negotiated Rate Formula~~ 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 ~~or rates under a Negotiated Rate Formula~~ 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 ~~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.

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:

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: ~~711 Louisiana Street, Suite 900~~ Market Services, 1300 Main Street, Houston, Texas 77002 at ~~(713) 989-1203-(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 below and to Transporter when sent to the following:

All Notices/Accounting Matters:	Shipper's Address
_____ ÷	_____
_____ ETC Tiger Pipeline, LLC	_____
_____ Attn: <u>Market Services</u>	_____
_____ 1300 Main Street	_____
_____ Houston, Texas 77002	_____
_____ 711 Louisiana Street, Suite 900	_____
_____ Houston, Texas 77002	_____
_____ Attn: <u>Market Operations</u>	_____

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: _____

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~April 15, 2019

(~~Section 3.~~, Version ~~0~~1.0.0, Agreement) K 300002 (Shell Energy North America (US), L.P.) - Expired

Option Code "A"

~~Contract No. 300002-~~
~~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: Shell Energy North America (US), L.P., a Delaware limited partnership~~

2. ~~MDQ: 300,000 Dth per Day ("Contract MDQ")~~

3. ~~TERM: The term of this FTS Agreement shall commence on the earlier to occur of the date upon which any Interim Period Service, as defined in Exhibit C hereto, becomes available or the date upon which any Perryville Interconnect Service, as defined in Exhibit C hereto, becomes available, and shall continue thereafter until the Effective Date, as defined in Exhibit C hereto.~~

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 (i.e., the terms and conditions of service from TIGER to Shipper for any Interim Period Service, as defined in Exhibit C hereto, and/or any Perryville Interconnect Service, as defined in Exhibit C hereto), 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/ : _____
NAME: _____
TITLE: _____

/s/ : _____
NAME: _____
TITLE: _____

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~April 15, 2019

**(~~Section 3.1, Version 01.0.0, 1.) K 300002—Exh A (Shell Energy North America-
(US), L.P.)~~Reserved**

Option Code “A”

~~Contract No. 300002-~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS-~~
~~AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~EXHIBIT A-~~
~~DATED 4/21/2010~~

Company: Shell Energy North America (US), L.P., a Delaware limited partnership

Contract No.: 300002

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>
Clear Lake	Red River	Louisiana	78532	150,000
Magnolia	Bienville	Louisiana	78535	150,000

~~SECONDARY RECEIPT POINT(S): All Receipt Points on the Pipeline, 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, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~April 15, 2019

(~~Section 3.2, Version 01.0.0, 2.) K 300002 — Exh B (Shell Energy North America (US), L.P.)~~Reserved

Option Code “A”

~~Contract No. 300002-~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS-~~
~~AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~EXHIBIT B-~~
~~DATED 4/21/2010~~

~~Company: Shell Energy North America (US), L.P., a Delaware limited partnership~~

~~Contract No.: 300002~~

~~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	78555	150,000
Texas Gas- Transmission	Ouachita	Louisiana	78540	100,000
ANR	Richland	Louisiana	78542	25,000
Trunkline Gas- Pipeline	Richland	Louisiana	78541	25,000

~~SECONDARY DELIVERY POINT(S): All Delivery Points on the Pipeline, 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, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~April 15, 2019

(~~Section 3.3, Version 01.0.0.3~~) ~~K 300002—Exh C (Shell Energy North America (US), L.P.)~~Reserved

Option Code “A”

~~Contract No. 300002-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

~~EXHIBIT C-
DATED 4/21/2010~~

~~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. 300002, 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. **TIGER AND SHIPPER HEREBY AGREE AND ACKNOWLEDGE THAT SHIPPER QUALIFIES AS AN ANCHOR SHIPPER ON THE PIPELINE, AS DEFINED BY TIGER'S TARIFF.**~~

~~ARTICLE 1-
DEFINITIONS~~

- ~~1.1 — "Anchor Shipper" shall mean Shipper.~~
- ~~1.2 — "Booster Facilities" shall have the meaning given to it in Section 4.2(a) of this NRA.~~
- ~~1.3 — "Booster Facilities Charges" shall have the meaning given to it in Section 4.2(a) of this NRA.~~
- ~~1.4 — "Carthage Interconnect" shall have the meaning given to it in Section 1.18 of this NRA.~~
- ~~1.5 — "Effective Date" shall mean the first Day of the ten (10) Year primary term of that certain other firm transportation service agreement entered by and between Anchor Shipper and TIGER, dated as of April 21, 2010 (Contract No. 300003).~~
- ~~1.6 — "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.~~
- ~~1.7 — "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, as the Primary Delivery Point(s) on such Exhibit B may be changed in accordance with the Tariff from time to time.~~
- ~~1.8 — "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, as the Primary Receipt Point(s) on such Exhibit A may be changed in accordance with the Tariff from time to time.~~
- ~~1.9 — "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.~~
- ~~1.10 — "Eligible Secondary Delivery Point" shall mean any Delivery Point on the Pipeline.~~
- ~~1.11 — "Eligible Secondary Receipt Point" shall mean any Receipt Point on the Pipeline.~~
- ~~1.12 — "Fixed Negotiated Commodity Rate" shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to Interim Period Service; and (iii) in Section 3.2 of this NRA, with respect to Perryville Interconnect Service.~~

~~Contract No. 300002-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

~~1.13 — “Fixed Negotiated Monthly Reservation Rate” shall have the meaning given to it (i) in Section 3.1 of this NRA, with respect to Interim Period Service; and (ii) in Section 3.2 of this NRA, with respect to Perryville Interconnect Service.~~

~~1.14 — “FTS Agreement” shall mean that certain firm transportation service agreement, under Rate Schedule FTS of TIGER’S Tariff, entered by and between Anchor Shipper and TIGER, dated as of April 21, 2010 (Contract No. 300002), of which this NRA is a part as Exhibit C.~~

~~1.15 — “Interim Period Service” shall mean service on an interim basis for any period prior to the Effective Date during which TIGER has placed into service firm capacity from any one or more of the Pipeline’s Receipt Points on the Supply Leg to the Carthage Interconnect, 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 Anchor Shipper at such Receipt Point(s) at sufficient pressure to permit TIGER to make such deliveries to the Carthage Interconnect.~~

~~1.16 — “Perryville Interconnects” shall have the meaning given to it in Section 1.17 of this NRA.~~

~~1.17 — “Perryville Interconnect Service” shall mean service on an interim basis for any period prior to the Effective Date during which 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 of the Delivery Points on the Pipeline 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 Anchor Shipper at such Receipt Point(s) at sufficient pressure to permit TIGER to make such deliveries to the Perryville Interconnects.~~

~~1.18 — “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 and the Receipt Point interconnects and Delivery Point interconnects identified on Appendix A to this NRA to the extent available during the applicable Interim Period Service and/or Perryville Interconnect Service, as owned, installed, and operated by TIGER in accordance with the FERC certificate authorization in FERC Docket No. CP09 460 000.~~

~~1.19 — “Precedent Agreement” shall mean that certain precedent agreement, dated August 26, 2009, entered by and between TIGER and Anchor Shipper, and pursuant to which TIGER and Anchor Shipper entered the FTS Agreement.~~

~~1.20 — “SESH Interconnect” shall have the meaning given to it in Section 1.18 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 commence on the earlier to occur of the date upon which any Interim Period Service becomes available or the date upon which any Perryville Interconnect Service becomes available, and shall continue thereafter until the Effective Date.~~

~~Contract No. 300002-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

~~ARTICLE 3-
RESERVATION AND COMMODITY RATES~~

~~3.1 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 Anchor Shipper at one or more of the available Receipt Point(s) on the Supply Leg at sufficient pressure to permit TIGER to make deliveries to the Carthage Interconnect, Anchor 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: a rate that is equal to .5 multiplied by \$9.7334/Dth, and~~

~~(b) Fixed Negotiated Commodity Rate: \$0.00/Dth; provided, however, that,~~

~~if Anchor Shipper fails at any time to have one hundred percent (100%) of its Point MDQ for its Receipt Point(s) at Receipt Point(s) that are east of Highway 789, then Anchor Shipper's Fixed Negotiated Monthly Reservation Rate shall increase to a rate that is equal to .5 multiplied by \$11.5584/Dth for the portion of Anchor Shipper's Contract MDQ that has Point MDQ at Receipt Point(s) that are west of Highway 789.~~

~~The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the availability of any Interim Period Service, except as the Fixed Negotiated Monthly Reservation Rate may be increased pursuant to the express terms of this Section 3.1, 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.~~

~~3.2 Perryville Interconnect Service Reservation and Commodity Rates. During the availability of any Perryville Interconnect Service, until the Effective Date under the FTS Agreement, to the extent that TIGER receives Gas from Anchor Shipper at the available Receipt Point(s) at sufficient pressure to permit TIGER to make deliveries to the Perryville Interconnects, then Anchor 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: \$9.7334/Dth, and~~

~~(b) Fixed Negotiated Commodity Rate: \$0.00/Dth; provided, however, that,~~

~~if Anchor Shipper fails at any time to have one hundred percent (100%) of its Point MDQ for its Receipt Point(s) at Receipt Point(s) that are east of Highway 789, then Anchor Shipper's Fixed Negotiated Monthly Reservation Rate shall increase to \$11.5584/Dth for the portion of Anchor Shipper's Contract MDQ that has Point MDQ at Receipt Point(s) that are west of Highway 789.~~

~~The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the availability of any Perryville Interconnect Service, except as the Fixed Negotiated Monthly Reservation Rate may be increased pursuant to the express terms of this Section 3.2, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable~~

~~Contract No. 300002-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

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.

~~3.3—**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 Anchor 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 Anchor Shipper's receipt of such written notice from TIGER of the availability of any Interim Service or Perryville Interconnect Service, Anchor 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 Anchor 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 Anchor 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 Anchor Shipper in writing of the amount of Anchor 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 Anchor 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 as originally filed, Anchor Shipper at all times must maintain such creditworthiness or provide credit support in accordance with section 5.3 of the Precedent Agreement. The maximum receipt point pressure on the Supply Leg shall not exceed 1160 psig so as not to cause Anchor Shipper to bear additional rates or charges by TIGER related to TIGER's receipt of Gas from a third-party shipper at a pressure in excess of 1160 psig on the Supply Leg.~~

~~4.2—**Other Rates and Charges.**~~

~~(a)——TIGER's Tariff provides that, from time to time, for any booster compression facilities that may be installed to effectuate receipts on or deliveries off TIGER's System ("**Booster Facilities**"), incremental rates and/or charges (including fuel recovery) may be assessed on shippers in connection with such **Booster Facilities** ("**Booster Facilities Charges**"). Absent Anchor Shipper's agreement to transport incremental volumes necessitating **Booster Facilities**, there shall not be any **Booster Facilities Charges** applicable to the firm service to be provided to Anchor Shipper under the FTS Agreement.~~

~~(b)——The rates to be charged for service under the FTS Agreement shall include, in addition to the other rates set forth in this NRA, the ACA Surcharge and other such surcharges, if applicable, as the FERC may from time to time approve. Anchor 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. Nothing in this NRA is intended to prevent the Parties from~~

~~Contract No. 300002-
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS-
AGREEMENT DATED APRIL 21, 2010 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

~~agreeing that TIGER will provide additional or supplemental services to Anchor Shipper beyond what TIGER is obligated to provide under the FTS Agreement, provided the Parties reach agreement as to what rates or additional charges, if any, would apply to such additional or supplemental service and the Parties execute the appropriate written agreements reflecting their mutual agreement. Anchor Shipper shall also pay all applicable imbalance and penalty charges under the Tariff.~~

~~(c) — Part of the bargain between the Parties is that, at all available Delivery Points and Receipt Points initially included as part of the Pipeline as approved in the Certificate and identified on Appendix A to this NRA, to the extent that at such Points Anchor Shipper is only utilizing the facilities that were proposed by TIGER in the Certificate Application (excluding any amendments to the Certificate Application or filings in other proceedings to implement any further expansion, extension, or other enhancement of the Pipeline) within both the Point capacities of such facilities as of the Effective Date and Anchor Shipper's Contract MDQ on an aggregate basis among such Points, TIGER shall provide Anchor Shipper the flexibility under the FTS Agreement to change, subject to the terms and conditions of the Tariff, quantities scheduled at such Points without Anchor Shipper being deemed to be using any incremental facilities (including any Booster Facilities) for which TIGER's Tariff provides an incremental rate or charge.~~

~~ARTICLE 5-
MISCELLANEOUS PROVISIONS~~

~~5.1 Conformance to Law. Anchor 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 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. 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 Anchor Shipper under the terms hereof, other than an assignment in whole of the FTS Agreement or as otherwise permitted pursuant to clause (iii) of Section 25 of the General Terms and Conditions of TIGER's FERC Gas Tariff as originally filed. Anchor Shipper will retain all rights and privileges afforded to it as an Anchor Shipper described herein and in the Tariff without regard to capacity released.~~

~~Contract No. 300002-~~
~~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
HPL Carthage	Panola	Texas
Columbia Gulf	Franklin	Louisiana
Texas Eastern	Bienville	Louisiana
Texas Gas Transmission	Ouachita	Louisiana
ANR	Richland	Louisiana
Trunkline Gas Pipeline	Richland	Louisiana
Tennessee Gas Pipeline	Jackson	Louisiana
SESH	Richland	Louisiana

Receipt Points:

Receipt Point	County/Parish	State
HPL/Carthage	Panola	Texas
Springridge	DeSoto	Louisiana
Mansfield	DeSoto	Louisiana
Woodardville	Bienville	Louisiana
Magnolia	Bienville	Louisiana
Clear Lake	Red River	Louisiana
Creedence	DeSoto	Louisiana

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 1, 2010~~April 15, 2019

(~~Section 7.~~ Version ~~01.0.0.~~Agreement) K 300006 (BG Energy Merchants, LLC) - Expired

Option Code "A"

~~CONTRACT NO. 300006~~
~~ETC TIGER PIPELINE, LLC (TIGER)~~
~~TRANSPORTATION RATE SCHEDULE ITS~~
~~AGREEMENT DATED APRIL 21, 2010~~
~~UNDER SUBPART C OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

1. ~~SHIPPER is: BG Energy Merchants, LLC, a Delaware limited liability company.~~

2. ~~MDQ: 200,000 Dth per Day.~~

3. ~~TERM: The term of this ITS Agreement shall commence on the Effective Date and shall continue thereafter until termination on January 31, 2018. For purposes of this ITS Agreement, "Effective Date" shall have the meaning given to the same capitalized term in that certain firm transportation service agreement, dated April 21, 2010, by and between TIGER and Shipper (Contract No. 300004) (the "ITS Agreement").~~

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

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

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

BG Energy Merchants, LLC	ETC Tiger Pipeline, LLC
5444 Westheimer, Suite 1200	711 Louisiana Street, Suite 900
Houston, Texas 77056	Houston, Texas 77002
Attn: MLO Contracts	Attn: Contract Administration
Phone: (713) 599-5000	Phone: (918) 491-4101
Fax: (713) 599-3924	Fax: (281) 714-2179

~~With copy to:~~ ~~With copy to:~~

BG Energy Merchants, LLC	ETC Tiger Pipeline, LLC
5444 Westheimer, Suite 1200	800 E. Sonterra Boulevard #400
Houston, Texas 77056	San Antonio, Texas 78258
Attn: David Jenkins, Marketing Director	Attn: Senior Director, Interstate
Phone: (713) 599-3857	Phone: (210) 403-7300
Fax: (713) 599-3923	Fax: (210) 403-7500

~~Payments:~~ ~~Payments:~~

BG Energy Merchants, LLC	ETC Tiger Pipeline, LLC
HSBC Bank USA NA	Wachovia Bank, NA
One HSBC Center, 20th Floor	Winston-Salem, NC
Buffalo, NY 14203	ABA: 053000219
ABA: 021001088	Acct: 2079900588305
Acct: 000162566	

6. ~~a. Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this ITS Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by TIGER to Shipper for the term of this ITS 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. Notwithstanding any other applicable maximum or minimum rate set forth in TIGER's FERC Gas Tariff, for interruptible transportation service up to an aggregate of 200,000 Dth/d hereunder, Shipper shall pay a Fixed Negotiated Commodity Rate of \$0.3671 per Dth for such interruptible transportation service, except that Shipper shall instead pay a Fixed Negotiated Commodity Rate of \$0.05 per Dth for interruptible backhaul transportation service that is both to the Carthage Interconnect and from either of the following two (2) Receipt Points, as each becomes operational and otherwise ready to receive Gas on the Pipeline: (i) the TGGT Holly Receipt Point at approximately MP 38.54 on the Pipeline and (ii) a Receipt Point for the receipt of Gas onto the Pipeline from the facilities of TGGT Holdings, LLC at approximately MP 3.49 on the Pipeline (the "Designated IT Receipt Points"). For the avoidance of any doubt, TIGER and Shipper hereby agree and acknowledge that Shipper shall not be obligated to any throughput~~

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~~commitment under the ITS Agreement. In addition to the applicable Fixed Negotiated Commodity Rate, but excluding the maximum commodity rate under Rate Schedule ITS to the extent the Fixed Negotiated Commodity Rate applies to interruptible transportation service hereunder, Shipper shall pay TIGER all applicable maximum rates, charges, surcharges, fees and penalties under TIGER's FERC Gas Tariff, including without limitation the recovery by TIGER of Fuel Gas, Lost and Unaccounted For Gas, and any Booster Compression Fuel; provided, however, that for backhaul service from the Designated IT Receipt Points to the Carthage Interconnect, Shipper shall be assessed the Lost and Unaccounted For Gas Percentage of the fuel Reimbursement Percentage but shall not be assessed the Fuel Gas portion of the fuel Reimbursement Percentage.~~

- ~~b. Refunds. 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 ITS Agreement of periodic adjustments pursuant to Section 36 of TIGER's General Terms and Conditions.~~
- ~~c. Shipper and TIGER understand and agree that this ITS 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 ITS 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 ITS 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 ITS, 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.~~
- ~~g. No Third Party Beneficiaries. This ITS Agreement shall not create any rights in any third parties, and no provision of this ITS 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.~~

~~Contract No. 300006
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE ITS
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OF THE FERC'S REGULATIONS (CON'T)~~

- ~~i. Effect of Tariff. This ITS 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 ITS 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 ITS Agreement, this ITS 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 ITS Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this Agreement.~~
- ~~7. The above-stated Rate Schedule, as revised from time to time, controls this ITS Agreement and is incorporated herein. No waiver, representation or agreement shall affect this ITS Agreement unless it is in writing.~~

~~Agreed to by:~~

TIGER _____	SHIPPER _____
/s/: _____	/s/: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____