



TIGER PIPELINE

An ENERGY TRANSFER Company

July 31, 2019

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

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

Dear Ms. Bose:

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

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to reflect the assignment of a non-conforming, negotiated rate service agreement. Tiger and Petrohawk Energy Corporation (Petrohawk) are currently parties to Rate Schedule FTS transportation Contract No. 300074 (Petrohawk FTS Agreement). Petrohawk and BP Energy Company (BPEC) jointly filed in Docket No. RP19-1323-000 a petition requesting a limited waiver of the Commission's capacity release regulations and policies, and the applicable capacity release tariff provisions in Tiger's Tariff in order to effectuate a permanent release and assignment of the Petrohawk FTS Agreement to BPEC. The Commission granted the petitioners request for temporary, limited waiver of the Commission's capacity release regulations and Tiger's tariff in its Letter Order issued on July 15, 2019.

Tiger and BPEC have executed a new Rate Schedule FTS Service Agreement, Contract No. 300410 (BPEC FTS Agreement), with a term commencing August 1, 2019. The non-conforming provisions in the assigned Petrohawk FTS Agreement are no longer applicable; however, non-conforming provisions are included in the BPEC FTS Agreement, Exhibit D. An agreement concerning specific credit requirements between Tiger and BPEC is necessary to keep Tiger financially indifferent to the assignment transaction. The non-conforming creditworthiness provisions in Exhibit D do not present a risk of undue discrimination or affect the quality of service provided by Tiger.

In addition, Tiger is submitting a tariff record in Tiger's Original Volume No. 1 to update the list of non-conforming agreements shown on General Terms and Conditions tariff record 37., Non-Conforming Agreements.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tiger moves to place the proposed tariff records into effect on August 1, 2019, the commencement date of the new service agreement with BPEC discussed herein. Tiger respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's regulations and any and all other waivers of its regulations that it deems necessary to approve the changes to the service agreement and allow the proposed tariff records in this filing to become effective on August 1, 2019, as proposed.

CONTENTS OF THE FILING

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

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

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

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Michael T. Langston¹
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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 commissions. Tiger has posted this filing on its Internet web site accessible via <http://tigertransfer.energytransfer.com> under Informational Postings, Regulatory.

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

Respectfully submitted,

ETC Tiger Pipeline, LLC

/s/ Deborah A. Bradbury

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

ETC TIGER PIPELINE, LLC
FERC NGA Gas Tariff

Tariff Records
Proposed to be effective August 1, 2019

<u>Tariff Record</u>		
<u>Version</u>	<u>Description</u>	<u>Title</u>
<u>Filed Agreements</u>		
1.0.0	Agreement	K 300074 (Petrohawk Energy Corporation) - Assigned
1.0.0	1.	Exh A - Reserved
1.0.0	2.	Exh B - Reserved
1.0.0	3.	Exh C - Reserved
0.0.0	Agreement	K 300410 (BP Energy Company)
0.0.0	1.	K 300410 – Exh A (BP Energy Company)
0.0.0	2.	K 300410 – Exh B (BP Energy Company)
0.0.0	3.	K 300410 – Exh C (BP Energy Company)
0.0.0	4.	K 300410 – Exh D (BP Energy Company)
<u>First Revised Volume No. 1</u>		
6.0.0	37.	Non-Conforming Agreements

37. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to TIGER's pro forma service agreements.

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) Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).
- (f) BP Energy Company, Transportation Rate Schedule FTS Agreement, Dated July 25, 2019 (Contract No. 300410)

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 1.0.0, Agreement) **Petrohawk Energy Corporation** - Assigned

Option Code "A"

Petrohawk Energy Corporation (Contract No. K 300074)

Is assigned to

BP Energy Company (Contract No. K 300410)

Effective August 1, 2019

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 1.0.0, 1.) Exh A - Reserved

Option Code "A"

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 1.0.0, 2.) Exh B - Reserved

Option Code "A"

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 1.0.0, 3.) Exh C - Reserved

Option Code "A"

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 0.0.0, Agreement) K 300410 (BP Energy Company)

Option Code "A"

**Contract No. 300410
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED 07/25/2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

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 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.** This FTS Agreement contains the entire agreement between TIGER and Shipper with respect to the subject matter hereof, and supersedes any

**Contract No. 300410
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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.

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

Agreed to by:

ETC TIGER PIPELINE, LLC

Is/ *B.P. Hickey*

NAME: *Beth Hickey*

TITLE: *SVP Interstate*

BP ENERGY COMPANY

Is/ *Dwight Helms*

NAME: *Dwight Helms*

TITLE: *SVP FERG*

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ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 0.0.0, 1.) K 300410 - Exh A (BP Energy Company)

Option Code "A"

Contract No. 300410
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED 07/25/2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

EXHIBIT A
DATED 07/25/2019

Company: BP Energy Company

Contract No.: 300410

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>
North Holly	DeSoto	Louisiana	79025	200,000
Plantation	Red River	Louisiana	79024	200,000

SECONDARY RECEIPT POINT(S): All receipt points that are part of the Expanded 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. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

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

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 August 1, 2019

(Version 0.0.0, 2.) K 300410 - Exh B (BP Energy Company)

Option Code "A"

**Contract No. 300410
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED 07/25/2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

**EXHIBIT B
DATED 07/25/2019**

Company: BP Energy Company

Contract No.: 300410

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>
Southeast Supply	Richland	Louisiana	78543	400,000
Header				

SECONDARY DELIVERY POINT(S): All delivery points that are part of the Expanded 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 August 1, 2019

(Version 0.0.0, 3.) K 300410 - Exh C (BP Energy Company)

Option Code "A"

Contract No. 300410
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED 07/25/2019 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

EXHIBIT C
DATED 07/25/2019

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement (“NRA”) between TIGER and Shipper, incorporated as an exhibit to, and made part of, the FTS Agreement, Contract No. 300410, 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 Expanded 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.

ARTICLE 1
DEFINITIONS

1.1 “Eligible Delivery Point” shall mean any delivery point that is either an Eligible Primary Delivery Point or an Eligible Secondary Delivery Point.

1.2 “Eligible Primary Delivery Point” shall mean any delivery point that is part of the Expanded Pipeline and that is designated on Exhibit B to the FTS Agreement as a Primary Delivery Point.

1.3 “Eligible Primary Receipt Point” shall mean any receipt point that is part of the Expanded Pipeline and that is designated on Exhibit A to the FTS Agreement as a Primary Receipt Point.

1.4 “Eligible Receipt Point” shall mean any receipt point that is either an Eligible Primary Receipt Point or an Eligible Secondary Receipt Point.

1.5 “Eligible Secondary Delivery Point” shall mean any delivery point that is part of the Expanded Pipeline.

1.6 “Eligible Secondary Receipt Point” shall mean any receipt point that is part of the Expanded Pipeline.

1.7 “Expanded Pipeline” shall mean the facilities of the Base Project and the Phase I Expansion.

1.8 “Fixed Negotiated Monthly Commodity Rate” shall have the meaning given to it in Section 3.1 of this NRA.

1.9 “Fixed Negotiated Monthly Reservation Rate” shall have the meaning given to it in Section 3.1 of this NRA.

1.10 “Rollover Right” shall have the meaning given to it in Section 3 of the FTS Agreement.

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

**ARTICLE 2
TERM**

2.1 **Term.** This NRA shall become effective on the Effective Date and shall remain in effect for the Primary Term, as extended from time to time pursuant to the rollover and contractual right-of-first refusal provisions in Section 3 of the FTS Agreement.

**ARTICLE 3
RESERVATION AND COMMODITY RATES**

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

(a) Fixed Negotiated Monthly Reservation Rate: \$8.9730/Dth (equal to \$0.295/Dth per day on a 100% load factor basis), and

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

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

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

4.1 **General Terms.** The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate set forth in this NRA shall apply only to: (i) service provided to Shipper by TIGER under the FTS Agreement from the Eligible Receipt Points to the Eligible Delivery Points, up to the Contract MDQ, during the Primary Term; 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. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release replacement shippers that either (i) are in excess of the applicable Contract MDQ in the aggregate or (ii) involve any receipt points that are not Eligible Receipt Points or any delivery points that are not Eligible Delivery Points, Shipper shall pay the maximum rates and charges set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time, except that in lieu of the otherwise applicable maximum monthly reservation rate and the maximum commodity rate, Shipper shall pay a negotiated rate equal to the greater of: (a) the 100% load factor daily rate equivalent of Shipper's Negotiated Monthly Reservation Rate and Negotiated Commodity Rate and (b) the 100% load factor daily rate equivalent of the applicable maximum monthly reservation rate and the applicable maximum commodity rate set forth in TIGER's Tariff for service under Rate Schedule FTS from time to time. Pursuant to Section 12.1(a)(7) of the General Terms and Conditions of TIGER's Tariff, Shipper at all times must maintain such creditworthiness or provide credit support in accordance with Exhibit D of the FTS Agreement.

4.2 **Other Rates and Charges.** The applicable rates and charges under the FTS Agreement shall be the maximum rates and charges set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time, except to the extent that this NRA expressly provides that a particular negotiated rate or charge shall apply in lieu of the otherwise applicable Tariff-based maximum rate or charge. Shipper shall

also pay all applicable maximum surcharges, fees, and penalties set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time.

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective August 1, 2019

(Version 0.0.0, 4.) K 300410 - Exh D (BP Energy Company)

Option Code "A"

Contract No. 300410
ETC TIGER PIPELINE, LLC (TIGER)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED 07/25/2019 UNDER SUBPART G OF PART 284
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EXHIBIT D
DATED 07/25/2019

CREDIT AGREEMENT

Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(a) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if: (i) its long-term unsecured debt securities, at such time, are rated at least BBB- by Standard & Poor's Corporation or its successor and at least Baa3 by Moody's Investor Service or its successor (either such rating, as applicable, a "Debt Rating"), without either Debt Rating being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; (ii) the sum of all reservation charges, commodity charges and any other associated fees and charges due to Transporter for the remaining "Primary Term," as such term is defined by the FTS Agreement, of the FTS Agreement, as of such time, is less than 15% of such entity's Tangible Net Worth, and (iii) Transporter does not have other reasonable grounds for insecurity, as evaluated by Transporter on a non-discriminatory basis, based on consistent financial evaluation standards for determining the acceptability of such entity's overall financial condition. The term "Tangible Net Worth" shall mean, with respect to any corporate entity, the sum of such entity's capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets shall be included in Transporter's assessment of whether an entity is Creditworthy. In comparing the overall value of the FTS Agreement to Tangible Net Worth for credit evaluation purposes, Transporter shall compare the net present value of the demand or reservation charge obligations under such agreements to the relevant entity's current Tangible Net Worth. If Shipper has multiple service agreements with Transporter, then the total potential fees and charges of all such service agreements shall be considered in determining whether an entity satisfies clause (ii) of the criteria for being Creditworthy. Shipper shall provide Transporter with the information (to the extent such information is not publicly available) necessary for Transporter to determine Shipper's Tangible Net Worth, within three (3) business days following Transporter's request for such information.

(b) If Transporter determines that Shipper is not Creditworthy at any time while the FTS Agreement is effective, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and upon Shipper's receipt of such notice, Shipper shall deliver to Transporter, within five (5) business days thereafter, and shall thereafter maintain, either:

(i) an irrevocable, unconditional guaranty ("Guaranty") in a form and from a third party that is Creditworthy and that are acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the FTS Agreement, capped at an amount equal to the total aggregate dollar value of three (3) years of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement;

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a bank acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement and the FTS Agreement, and in either case equal to the Collateral Amount (as defined below); or

(iii) such other credit arrangements that are mutually agreed to by Transporter and Shipper.

The term "Collateral Amount" shall mean, upon the Effective Date and until the end of any remaining term of Shipper's FTS Agreement (including the Primary Term and, without limitation, any continuation, rollover, extension, or increase of the term of the FTS Agreement), the dollar value equal to Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00).

(c) At any time while the FTS Agreement is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer Creditworthy, (ii) any bank that is supporting a letter of credit in favor of Transporter in accordance with Section (b)(ii) hereof is no longer acceptable to Transporter, or (iii) the credit support provided to Transporter in accordance with Section (b)(iii) hereof is no longer sufficient to provide Transporter with reasonable grounds for security (as evaluated by Transporter on a non-discriminatory basis, based on consistent financial evaluation standards for determining the acceptability of such entity's overall financial condition), then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative credit support in accordance with either Section (b)(i), Section (b)(ii), or Section (b)(iii). For the avoidance of any doubt, both Parties hereby agree and acknowledge that any alternative credit support provided pursuant to this Section (c) in accordance with Section (b)(ii) shall be equal to the Collateral Amount.

(d) For any irrevocable standby letter of credit that is provided to Transporter pursuant to Section (b)(ii) (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. Within three (3) business days after any increase in the Collateral Amount under Section (b) hereof, Shipper shall increase, or shall cause an increase in, the amount of any outstanding Shipper's Letter of Credit to conform to such increase in the Collateral Amount. Within five (5) business days after receipt of a request from Shipper to decrease the amount of any outstanding Shipper's Letter of Credit to conform to a decrease in the Collateral Amount, Transporter shall grant authorization to the applicable bank to decrease the amount of such outstanding Shipper's Letter of Credit to conform to such decrease in the Collateral Amount. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of the FTS Agreement. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in form otherwise satisfactory to Transporter. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon: (a) a breach by Shipper of any of its obligations under either this Precedent Agreement or the FTS Agreement, which breach has not been cured in its entirety by Shipper within two (2) business days after Transporter's delivery to Shipper of written notice of such breach; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit or until Transporter does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under the FTS Agreement (in which event, such monies shall be applied against the same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which the FTS Agreement has terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

(e) The Creditworthy criteria and credit support requirements set forth in this Credit Agreement shall apply to the replacement shipper or assignee, as applicable, in any permitted permanent release of capacity under, or in any assignment (in whole or in part) of, Shipper's FTS Agreement for the entire term thereof (including the Primary Term and, without limitation, any continuation, rollover, extension, or increase of the term of the FTS Agreement). Transporter shall apply consistent evaluation practices to all similarly situated shippers to determine Shipper's financial ability to perform the payment obligations due to Transporter over the term of the requested or existing service agreement.

MARKED VERSION

37. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to TIGER's pro forma service agreements.

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~~e) Aethon III HV LLC, Transportation Rate Schedule FTS Agreement, Dated January 11, 2019 (Contract 300338).
- (f) BP Energy Company, Transportation Rate Schedule FTS Agreement, Dated July 25, 2019 (Contract No. 300410)

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2011~~ August 1, 2019

(~~Section 8~~, Version 01.0.0, Agreement) Petrohawk Energy Corporation (~~001~~) - Assigned

Option Code "A"

Petrohawk Energy Corporation (Contract No. K 300074)

Is assigned to

BP Energy Company (Contract No. K 300410)

Effective August 1, 2019

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

1. ~~SHIPPER is: Petrohawk Energy Corporation, a Delaware Corporation~~
2. ~~MDQ: 400,000 Dth per Day ("Contract MDQ")~~
3. ~~TERM: The term of this FTS Agreement shall commence on the first day on which the T1 Expansion Project is ready to provide firm service to Shipper ("Effective Date") and shall continue thereafter for a period of ten (10) Years from and after such Effective Date (such ten Year period, the "Primary Term"), subject to the rollover and contractual right of first refusal provisions set forth in Section 5.2 of Exhibit C of this FTS Agreement.~~

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

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

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

~~Petrohawk Energy Corporation
6100 S. Yale Ave., Suite 500
Tulsa, OK 74136
Attn: Randy Lawrence
Phone: (918) 491-4101
Fax: (918) 499-1331~~

~~ETC Tiger Pipeline, LLC
711 Louisiana Street, Suite 900
Houston, Texas 77002
Attn: Contract Administration
Phone: (281) 714-2016
Fax: (281) 714-2179~~

~~With copy to:~~

~~With copy to:~~

~~Petrohawk Energy Corporation
6100 S. Yale Ave., Suite 500
Tulsa, OK 74136
Attn: Bobby Mason
Phone: (918) 491-4170
Fax: (918) 230-4270~~

~~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.~~

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

- ~~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.~~
- ~~e. Shipper and TIGER understand and agree that this FTS Agreement shall be subject to 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.~~
- ~~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, 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**~~

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~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 this FTS Agreement, this FTS Agreement contains the entire agreement between TIGER and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this FTS Agreement shall be effective unless agreed upon in a written instrument executed by TIGER and Shipper which expressly refers to this FTS Agreement.~~

~~7. The above-stated Rate Schedule, as revised from time to time, controls this FTS Agreement and is incorporated herein. The attached Exhibits A, B, and C are a part of this FTS Agreement. Effective as of the commencement of this FTS Agreement, this FTS Agreement states the entire agreement between the parties. No waiver, representation or agreement shall affect this FTS 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~~

~~PETROHAWK ENERGY CORPORATION~~

~~/s/ Lee Hanse _____
NAME: Lee Hanse _____
TITLE: SVP Interstate Pipeline _____~~

~~/s/ Steve W. Herod _____
NAME: Steve W. Herod _____
TITLE: Executive Vice President _____~~

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2011~~ August 1, 2019

(~~Section 8~~, Version 10.0.0, 1.) ~~Petrohawk Energy Corporation (001)~~ - Exh A - Reserved

Option Code "A"

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~EXHIBIT A~~
~~DATED 2/7/2011~~

~~Company: Petrohawk Energy Corporation, a Delaware Corporation~~

~~Contract No.: _____~~

~~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>
North Holly	DeSoto	Louisiana	79025	200,000
Plantation	Red River	Louisiana	79024	200,000

~~SECONDARY RECEIPT POINT(S): All receipt points that are part of the Expanded 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. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).~~

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

~~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 ~~August 1, 2011~~ August 1, 2019

(~~Section 8~~, Version 01.0.0, 2.) ~~Petrohawk Energy Corporation (001)~~ - Exh B - Reserved

Option Code "A"

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~EXHIBIT B~~
~~DATED 2/7/2011~~

~~Company: Petrohawk Energy Corporation, a Delaware Corporation~~

~~Contract No.:~~

~~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>
Southeast Supply	Richland	Louisiana	78543	400,000
Header				

~~SECONDARY DELIVERY POINT(S): All delivery points that are part of the Expanded 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 ~~August 1, 2011~~ August 1, 2019

(~~Section 8~~, Version 10.0.0, 3) ~~Petrohawk Energy Corporation (001)~~ - Exh C - Reserved

Option Code "A"

~~Contract No. _____~~
~~ETC TIGER PIPELINE, LLC~~
~~TRANSPORTATION RATE SCHEDULE FTS~~
~~AGREEMENT DATED 2/7/2011 UNDER SUBPART G OF PART 284~~
~~OF THE FERC'S REGULATIONS~~

~~EXHIBIT C~~
~~DATED 2/7/2011~~

~~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. _____, 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 Expanded 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.~~

~~ARTICLE 1~~
~~DEFINITIONS~~

- ~~1.1 “Carthage Interconnect” shall have the meaning given to it in Section 1.13 of this NRA.~~
- ~~1.2 “Certificate Application” means the application submitted to the FERC, pursuant to section 7 of the Natural Gas Act, for authorization to construct, own, operate, and maintain the T1 Expansion Project.~~
- ~~1.3 “Eligible Delivery Point” shall mean any delivery point that is either an Eligible Primary Delivery Point or an Eligible Secondary Delivery Point.~~
- ~~1.4 “Eligible Primary Delivery Point” shall mean any delivery point that is part of the Expanded Pipeline and that is designated on Exhibit B to the FTS Agreement as a Primary Delivery Point.~~
- ~~1.5 “Eligible Primary Receipt Point” shall mean any receipt point that is part of the Expanded Pipeline and that is designated on Exhibit A to the FTS Agreement as a Primary Receipt Point.~~
- ~~1.6 “Eligible Receipt Point” shall mean any receipt point that is either an Eligible Primary Receipt Point or an Eligible Secondary Delivery Point.~~
- ~~1.7 “Eligible Secondary Delivery Point” shall mean any receipt point that is part of the Expanded Pipeline.~~
- ~~1.8 “Eligible Secondary Receipt Point” shall mean any delivery point that is part of the Expanded Pipeline.~~
- ~~1.9 “Expanded Pipeline” shall mean the facilities of the Initial Pipeline and the T1 Expansion Project.~~
- ~~1.10 “Fixed Negotiated Monthly Commodity Rate” shall have the meaning given to it in Section 3.1 of this NRA.~~
- ~~1.11 “Fixed Negotiated Monthly Reservation Rate” shall have the meaning given to it in Section 3.1 of this NRA.~~
- ~~1.12 “HPL” shall have the meaning given to it in Section 1.13 of this NRA.~~
- ~~1.13 “Initial Pipeline” shall mean the 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 (“HPL”) in Panola County, Texas, (“Carthage Interconnect”) and extending to a point of interconnection in Richland Parish, Louisiana, with the interstate pipeline system owned by Southeast Supply Header, LLC (the “SESH Interconnect”), with related compression facilities, as owned, installed, and operated by TIGER in accordance with the FERC certificate authorization in FERC Docket No. CP09-460-000, as of the initial in-service date of such facilities.~~

~~1.14 “Precedent Agreement” shall mean that certain precedent agreement, dated 2/5/2010, entered by and between TIGER and Shipper, and pursuant to which TIGER and Shipper entered the FTS Agreement.~~

~~1.15 “Rollover Right” shall have the meaning given to it in Section 5.2 of this NRA.~~

~~1.16 “SESH Interconnect” shall have the meaning given to it in Section 1.13 of this NRA.~~

~~1.17 “T1 Expansion Project” shall mean the pipeline and appurtenant facilities owned, installed, and operated by TIGER in accordance with FERC certificate authorization in FERC Docket No. CP10-459-000, as of the initial in-service date of such facilities.~~

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

~~ARTICLE 2 TERM~~

~~2.1 **Term.** This NRA shall become effective on the Effective Date and shall remain in effect for the Primary Term, as extended from time to time pursuant to the rollover and contractual right-of-first refusal provisions in Section 5.2 of this NRA.~~

~~ARTICLE 3 RESERVATION AND COMMODITY RATES~~

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

~~(a) Fixed Negotiated Monthly Reservation Rate: \$8.9730/Dth, and~~

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

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

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

~~4.1 **General Terms.** The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate set forth in this NRA shall apply only to: (i) service provided to Shipper by TIGER under the FTS Agreement from the Eligible Receipt Points to the Eligible Delivery Points, up to the Contract~~

~~MDQ, during the Primary Term; 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. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release replacement shippers that either (i) are in excess of the applicable Contract MDQ in the aggregate or (ii) involve any receipt points that are not Eligible Receipt Points or any delivery points that are not Eligible Delivery Points, Shipper shall pay the maximum rates and charges set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time, except that in lieu of the otherwise applicable maximum monthly reservation rate and the maximum commodity rate, Shipper shall pay a negotiated rate equal to the greater of: (a) the 100% load factor daily rate equivalent of Shipper's Negotiated Monthly Reservation Rate and Negotiated Commodity Rate and (b) the 100% load factor daily rate equivalent of the applicable maximum monthly reservation rate and the applicable maximum commodity rate set forth in TIGER's Tariff for service under Rate Schedule FTS from time to time. Pursuant to Section 12.1(a)(7) of the General Terms and Conditions of TIGER's Tariff, Shipper at all times must maintain such creditworthiness or provide credit support in accordance with Section 5.3 of the Precedent Agreement.~~

~~4.2 **Other Rates and Charges.** The applicable rates and charges under the FTS Agreement shall be the maximum rates and charges set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time, except to the extent that this NRA expressly provides that a particular negotiated rate or charge shall apply in lieu of the otherwise applicable Tariff based maximum rate or charge. Shipper shall also pay all applicable maximum surcharges, fees, and penalties set forth in the TIGER Tariff for service under Rate Schedule FTS from time to time.~~

~~ARTICLE 5 MISCELLANEOUS PROVISIONS~~

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

~~5.2 **Rollover and Contractual ROFR.** Shipper shall have the unilateral right to extend the initial and any subsequent term of the FTS Agreement beyond the Primary Term for all or any portion of the then-existing Contract MDQ at: (i) Shipper's existing rates and charges under the FTS Agreement for such Contract MDQ or at negotiated rates equal to all applicable then-existing recourse rates, for a minimum term of five (5) years; or (ii) at Shipper's existing rates and charges under the FTS Agreement for such Contract MDQ for a term of one (1) year (collectively, the "Rollover Right"). Shipper must exercise its Rollover Right by the provision of twelve months' prior written notice to Transporter prior to the end of the Primary Term or any subsequent term, provided that if Shipper elects to exercise its Rollover Right pursuant to clause (i) of the preceding sentence, such written notice shall specify which of the two rate options Shipper has elected to govern during such rollover period. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right or its contractual right of first refusal. If Shipper does not timely exercise its Rollover Right with respect to all or a portion of its applicable Contract MDQ, Shipper will have a contractual right of first refusal to retain all or some of the expiring capacity under the FTS Agreement, which shall be exercisable in accordance with the right of first refusal procedures set forth in the Tariff.~~

~~5.3 **Succession and Assignment.** Prior to the Effective Date, assignment of the FTS Agreement shall be governed by the Precedent Agreement. On and after the Effective 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 shall transfer any rights that apply to Shipper under the terms hereof, other than an assignment in whole of the FTS Agreement, except for the right to the assigned capacity itself under, and in accordance with, TIGER's Tariff.~~