February 20, 2015

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

Re:  OEP/DG2E/Gas 3
Rover Pipeline LLC
Docket No. CP15-  -000
Rover Pipeline Project

Dear Ms. Bose:

Rover Pipeline LLC ("Rover") submits this certificate application for filing to the Federal Energy Regulatory Commission ("Commission" or "FERC") pursuant to Section 7(c) of the Natural Act, and Parts 157 and 284 of the Commission’s regulations requesting authorizations to construct, own, and operate a new interstate natural gas pipeline system including approximately 711 miles of natural gas pipelines extending from the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania, and Ohio to a point of interconnection with the Vector Pipeline, LP ("Vector") system in Livingston County, Michigan and related facilities; approval of the Rover pro forma Gas Tariff; approval of blanket certificates authorizing Rover to engage in certain self-implementing routine activities under Part 157, Subpart F of the Commission’s regulations, and transportation of natural gas on an open-access and self-implementing basis under Part 284, Subpart G of the Commission’s regulations.

This FERC filing is being submitted under the following volumes:

- **Volume I** – contains Public Information
  - Transmittal Letter
  - Text of the Application
  - Notice of the Application
  - Exhibits required pursuant to Section 157.14

- **Volume II-A** – contains Public Information
  - Resource Reports 1 through 12, and Appendices

- **Volume II-B** – contain Public Information
  - Attachments for Resource Reports 1 through 12

- **Volume III** – contains **Critical Energy Infrastructure Information ("CEII")**
  - Exhibits G, and G-II
  - Resource Report 1, Attachment 1A - Compressor Station Plot Plans
February 20, 2015
Rover Pipeline Project (cont.)

- Volume IV – contains **Privileged Information**
  - Exhibit I – Precedent Agreements
  - Exhibit Z-2 - Precedent Agreements
  - Resource Report 1, Attachment 1A - Landowner Mailing List
  - Resource Report 4, Attachments 4A - Cultural Correspondence
  - Resource Report 4, Attachments 4B though 4H - Archaeological/Architectural Survey Reports
  - Resource Report 8, Attachment 8A - Conservation Reserve Program

In conjunction with FERC staff comments received on February 11, 2015 to Rover’s Second Draft Resource Reports 1 through 12, FERC staff requested a matrix identifying the specific locations in the Resource Reports where the information requested pursuant to their comments could be found in the Resource Reports being submitted with the filing. Applicant is hereby submitting the requested matrix as Exhibit Z-3.

Pursuant to Section 388.112 of the Commission’s regulations, Rover requests that the information submitted in Volume III be accorded **CEII** treatment, and that the information submitted in Volume IV be accorded **Privileged and Confidential** treatment. This filing is being submitted electronically to the Commission’s eFiling website pursuant to the Commission’s Order No. 703, Filing via the Internet Guidelines issued on November 15, 2007 in FERC Docket No. RM07-16-000. Rover is providing paper and electronic copies to the Commission’s Office of Energy Projects staff by their directions. Any questions or comments regarding this filing should be directed to the undersigned at (713) 989-2606.

Respectfully submitted,

/s/ Kelly Allen

Mr. Kelly Allen, Manager
Regulatory Affairs Department

cc:  Ms. Kara Harris, Office of Energy Projects
     Mr. Kevin Bowman, Office of Energy Projects
     Ms. Jennifer Ward, Cardno Entrix
UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of §

§

Rover Pipeline LLC §

§

Docket No. CP15- _____ -000

APPLICATION OF ROVER PIPELINE LLC
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

VOLUME I
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UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of § §
Rover Pipeline LLC §

Docket No. CP15- _____-000

APPLICATION OF ROVER PIPELINE LLC
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Rover Pipeline LLC (“Rover”) hereby files this application (“Application”) with the Federal Energy Regulatory Commission (“Commission” or “FERC”) pursuant to Section 7(c) of the Natural Act (“NGA”), as amended, and Parts 157 and 284 of the Commission’s regulations, requesting the following authorizations:

(1) A certificate of public convenience and necessity authorizing Rover to construct, own, and operate under Part 157, Subpart A of the Commission’s regulations a new interstate natural gas pipeline system with a total system capacity of 3.25 billion cubic feet per day (“Bcf/day”) of natural gas, including: (a) approximately 711 miles of 24-inch, 30-inch, 36-inch and 42-inch diameter “Supply Laterals” and “Mainlines” extending from the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania, and Ohio to a point of interconnection with the Vector Pipeline, LP (“Vector”) system in Livingston County, Michigan; ten new compressor stations (six on the Supply Laterals; and four on the Mainlines); nineteen metering and regulating

3 Id. at Part 157, Subpart A.
4 The ten Supply Laterals are: the Sherwood Lateral; the Columbia Gas Transmission (“CGT”) Lateral; the Seneca Lateral; the Berne Lateral; the Clarington Lateral; the Majorsville Lateral; the Cadiz Lateral; the Burgettstown Lateral; and Supply Connector Lateral Lines A and B. The three Mainlines are: parallel Mainlines A and B; and the Market Segment.
facilities; and other ancillary facilities (all facilities collectively referred to as the “Rover Pipeline” or “Project”); (b) approval of the pro forma FERC NGA Gas Tariff (“Tariff”) submitted herewith, which includes the authority to enter into negotiated rate agreements; and (c) approval of the initial recourse rates for service; and

(2) Blanket certificates authorizing Rover to: (a) engage in certain self-implementing routine activities pursuant to blanket certificate authority under Part 157, Subpart F of the Commission’s regulations;\(^5\) and (b) transport natural gas on an open-access and self-implementing basis under Part 284, Subpart G of the Commission’s regulations.\(^6\)

Rover also requests any waivers that may be necessary for approval of the Application and the services proposed herein, including waiver of the Commission’s shipper-must-have-title policy in order for Rover to acquire off-system capacity on third-party pipeline systems consistent with Commission policy.\(^7\)

Rover respectfully requests that the Commission issue a final order approving the authorizations requested herein by no later than November 2015. Granting the requested authorizations by November 2015 will allow Rover to commence construction in a timely manner and place in service certain Supply Laterals and Mainlines A and B to a new market interconnection hub known as the “Midwest Hub” in Defiance County, Ohio, by December 2016 to meet the natural gas production schedules and delivery obligations of Rover’s producer-shippers in accordance with the executed precedent agreements. As discussed below, Rover’s contractual commitments further require that it construct and place in service by June 2017 the

\(^5\) 18 C.F.R. Part 157, Subpart F.

\(^6\) Id. at Part 284, Subpart G.

remaining Supply Laterals and the Market Segment facilities commencing at the Midwest Hub and running to the pipeline terminus at an interconnect with Vector.

In support of this Application and pursuant to the Commission’s regulations, Rover respectfully submits the following:

I. EXECUTIVE SUMMARY

The Rover Pipeline originated as a result of discussions with producers in the Marcellus and Utica Shale supply areas of West Virginia, Pennsylvania and Ohio that were seeking a means to move their stranded natural gas production to markets in the Midwest and Canada as expeditiously as possible. As reflected in this Application, Rover proposes to meet the long-haul transportation needs of these producer-shippers through a combination of new greenfield pipeline construction and the acquisition of existing off-system capacity.

More specifically, Rover proposes to construct, own, and operate a new interstate natural gas pipeline system to include approximately 711 miles of Supply Laterals and Mainlines, and related compression and metering facilities, from the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania, and Ohio to a point of interconnection with the Vector pipeline system in Livingston County, Michigan.

The Rover Pipeline is designed with dual 42-inch pipelines with the capacity to transport up to 3.25 Bcf/day of natural gas from the beginning of Mainlines A and B near the City of Leesville, in Carroll County, Ohio, to the Midwest Hub. Rover will install delivery meters at the Midwest Hub to deliver gas into Panhandle Eastern Pipe Line Company, L.P. (“Panhandle”) and ANR Pipeline Company (“ANR”). To facilitate a seamless transportation path for its shippers in its Market Zone South in a cost-effective manner that minimizes duplication of facilities and environmental impacts, Rover has executed precedent agreements with Panhandle and Trunkline
Gas Company, LLC (“Trunkline Gas”) for firm transportation capacity. By using existing capacity on the Panhandle and Trunkline Gas pipelines, Rover will deliver approximately 750,000 dekatherms per day (“Dth/day”) to Panhandle, which will redeliver volumes via backhaul to Trunkline Gas’ Zone 1A. Rover will also be capable of delivering up to approximately 1.7 Bcf/day to ANR.

From the Midwest Hub, the Rover Pipeline is designed with a single 42-inch pipeline—the Market Segment—with the capacity to transport up to 1.3 Bcf/day of natural gas to a proposed interconnection with the Vector system in Livingston County, Michigan. Rover has executed a joint precedent agreement with Vector and its interconnected affiliated pipeline, Vector Pipeline Limited Partnership (“Vector Canada”), for up to 950,000 Dth/day of firm transportation capacity in order that Rover may provide transportation service to those producers-shippers in its Market Zone North requesting deliveries in Michigan under Rover’s Rate Schedules FTS and ITS, as well as deliveries to the Union Gas Dawn Hub in Ontario, Canada (“Dawn Hub”). Additionally, Rover has contracted with Panhandle to deliver additional volumes to the U.S./Canada International Boundary at the Union Ojibway interconnect for further redelivery to the Dawn Hub via the Union Gas Limited system.

Rover is also installing an interconnect in the Supply Zone that will be capable of making deliveries into the CGT system in Doddridge County West Virginia to allow for service to markets in the Gulf Coast, Southeast and East Coast.

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8 All associated off-system transportation costs for transportation service rendered in the U.S. will be recovered by Rover through its recourse rates. Fuel costs will be a direct charge to the shipper. The precedent agreements executed by Rover for off-system transportation are being submitted as Privileged Information in Exhibit Z-2 hereto.

9 Panhandle and Trunkline are filing applications concurrently for authorization to construct and operate compression modifications to allow for backhaul transportation. See Section XV. Also, see attached Trunkline Gas Tariff Map included in Exhibit Z-1 hereto.
In its pre-filing request filed in Docket No. PF14-14-000,10 Rover had initially indicated its intent to build, among other facilities, a 42-inch pipeline from the Midwest Hub to the Dawn Hub. However, on January 27, 2015, Rover executed a precedent agreement with Vector and Vector Canada for firm transportation service of up to 950,000 Dth/day for deliveries in Michigan and at the Dawn Hub. Rover entered into this transportation arrangement with Vector and Vector Canada for several reasons. First, it enables Rover to avoid construction of approximately 110 pipeline miles in Michigan and approximately 14 pipeline miles in Canada, and the associated impacts to the regions’ environmental resources, residences, and private property. Second, Rover’s transportation of a portion of its shippers’ gas on the Vector system maximizes the use of available and existing pipeline capacity, and enables Rover to take advantage of Vector’s existing connections with local distribution companies, vast Michigan storage facilities, and other end users in Michigan and Chicago, as well as Vector Canada’s interconnection with the Dawn Hub.\textsuperscript{11} Finally, along with providing producer-shippers enhanced market outlets, Rover’s use of capacity on Vector and Vector Canada will provide these regions with enhanced access to the abundant supply of natural gas originating from the Marcellus and Utica shale supply areas.

While natural gas deliveries in Canada are beyond the Commission’s jurisdiction, in order to provide the Commission a complete picture of the wide-ranging benefits of the Project, Rover notes that producer-shippers taking their gas to the Dawn Hub will have multiple options

\textsuperscript{10} Request to Initiate the FERC Pre-Filing Review Process, \textit{ET Rover Pipeline Co. LLC}, FERC Docket No. PF14-14-000 (June 26, 2014).

\textsuperscript{11} Vector’s Michigan and Vector Canada’s Ontario delivery points are as follows: Bluewater Gas Storage (Lenox, Michigan); Consumers Energy Company (Hartland, Michigan); Consumers Energy Company (Ray, Michigan); DTE Gas Company (Belle River Mills, Michigan); DTE Gas Company (Milford Junction, Michigan); Jackson, Michigan (550 MW); DTE Gas Company (Belle River Mills, Michigan); DTE Gas Company (Milford Junction, Michigan); Jackson, Michigan (550 MW); Washington 10 (Romeo, Michigan); Greenfield Energy Centre, Ontario (1010 MW); Union (Dawn, Ontario); Union (Courtright, Ontario); and Enbridge Gas Distribution (Sombra, Ontario).
concerning final placement and pricing of their gas. At the Dawn Hub their gas can be: (1) stored at multiple facilities in the area; (2) sold in the local Canadian market; (3) sent to U.S. Northeast markets on TransCanada Corporation pipelines; or (4) sent back into the local Michigan or Chicago markets on other pipelines from the Dawn Hub.

The Rover Pipeline represents an approximately $4.22 billion capital investment in much-needed U.S. energy infrastructure that: (1) responds to market demand for additional firm take-away capacity from the Marcellus and Utica shale supply areas, as evidenced by the significant long-term 15 and 20-year contractual commitments to the Project by producer-shippers; (2) supports overall development of domestic natural gas resources, thereby ensuring domestic energy supplies can grow to meet energy and related national security needs in the United States; and (3) enhances the reliability of the interstate natural gas pipeline grid in a geographic region that serves as a critical junction between sources of natural gas production from the Marcellus and Utica shale supply areas and market demand in the Midwest, Michigan, Gulf Coast, Canadian, and U.S. Northeast markets.

The proposed construction and in-service schedules for the Rover Pipeline are driven by the take-away capacity needs of Marcellus and Utica shale gas producer-shippers that have committed to the Project. In an effort to begin addressing these needs at the earliest date possible, Rover proposes to commence service on a portion of the Supply Laterals (the Seneca, Clarington, and Cadiz Laterals) and the entirety of Mainlines A and B to the Midwest Hub by December 2016. The second construction phase of the Project, which entails construction of those facilities from the Midwest Hub to the interconnection with Vector, as well as the remaining Supply Laterals, is scheduled to be completed and placed in service by June 2017. Significant resources have been expended to date and committed for future expenditure by Rover.
and its producer-shippers based on an in-service date of December 2016 for the Supply Laterals and Mainlines A and B. Because an in-service date of December 2016 is critical to certain shipper commitments, Rover is requesting issuance of the certificate authorization as proposed herein by November 2015.

Rover is aware that it is proposing an ambitious schedule, and that the Commission requires a complete record in order to meet this schedule. Through its participation in the Commission’s Pre-Filing Review Process, Rover has identified and resolved many issues of potential concern, such as route alternatives, environmental matters, and special construction needs. Most notably, Rover has entered into a precedent agreement with Vector and Vector Canada that will enable Rover to meet its commitments to its shippers in an efficient, cost-effective manner that eliminates duplication of facilities and minimizes environmental impacts. Rover is committed to continuing to engage with stakeholders in order to address and resolve issues as they may arise, and thus to facilitate the Commission’s review of the Project. The Environmental Report, included herewith as Exhibit F-I, demonstrates that the Rover Pipeline has been sited first to avoid, and then to minimize environmental impacts, as well as to minimize landowner impacts.

The Environmental Report also demonstrates that the Rover Pipeline has been designed using state-of-the-art construction techniques and equipment to satisfy all applicable safety and security requirements, and to minimize impacts on the environment. In particular, Rover has undertaken to design the Project so that it may operate in a manner that minimizes air emissions, including emissions of greenhouse gases. Finally, the Project satisfies the policy goals established in the Commission’s Certificate Policy Statement (“FERC Policy Statement”)

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addressing new interstate natural gas pipeline facilities. Because Rover is a new pipeline company, it has no existing customers who may be adversely affected by costs or risks of recovery of costs of the proposed Rover Pipeline facilities. The economic risks of the Project will be borne fully by Rover.

For the foregoing reasons, and as described more fully herein, the Project is required by the public convenience and necessity in satisfaction of the requirements of NGA Section 7(c). Accordingly, Rover requests that the Commission grant all authorizations required to construct, own, and operate the Rover Pipeline as proposed herein by November 2015.

II. INFORMATION REGARDING THE APPLICANT

The exact legal name of the applicant is Rover Pipeline LLC. Rover is a limited liability company that is organized and exists under the Delaware Limited Liability Act, with its principal offices located at 1300 Main Street, Houston, Texas 77002. Rover is jointly owned by ET Rover Pipeline, LLC (“ET Rover”), and AE-Midco Rover, LLC and AE-Midco Rover II, LLC. ET Rover is the majority interest owner, developer, and will be the operator of the Project.

Rover currently does not own any pipeline facilities, nor is it currently engaged in any natural gas transportation operations. Upon acceptance of the certificate authority sought in this Application and the commencement of service authorized thereunder, Rover will be subject to the Commission’s jurisdiction under the NGA as a natural gas company. Rover will provide

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transportation service pursuant to its Tariff on an open-access and self-implementing basis under Part 284, Subpart G of the Commission’s regulations.\textsuperscript{14}

### III. CORRESPONDENCE AND COMMUNICATIONS

The names, titles, mailing addresses, telephone numbers and email addresses of those persons to whom all communications concerning this Application are to be directed are:

**Mr. Stephen T. Veatch\textsuperscript{15 16}**  
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tania.perez@nortonrosefulbright.com

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\textsuperscript{14} 18 C.F.R. Part 284, Subpart G.  
\textsuperscript{15} Designated as the responsible Rover official under Rule 154.7(a)(2) of the Commission’s regulations, \textit{id.} at § 154.7(a)(2).  
\textsuperscript{16} Designated to receive service pursuant to Rule 2010 of the Commission’s Rules of Practice and Procedure, \textit{id.} at § 385.2010. Rover respectfully requests that the Commission waive Rule 385.203(b)(3), \textit{id.} at § 385.203(b)(3), in order to allow Rover to include each of the designated representatives on the official service list.
IV. DESCRIPTION OF FACILITIES

The Rover Pipeline will consist of approximately 711 miles of 24-inch, 30-inch, 36-inch, and 42-inch pipelines in West Virginia, Pennsylvania, Ohio, and Michigan, with associated surface facilities that include compressor stations, metering and regulating stations, and other ancillary facilities.

A. Pipelines

The Project’s proposed pipelines consist of ten Supply Laterals and three Mainlines (Mainlines A and B, and the Market Segment). Generally, the Supply Laterals will deliver gas from receipt points in the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania, and Ohio to delivery points along Mainlines A and B, which will run parallel (for most of their length) from Harrison County, Ohio to the Midwest Hub in Defiance County, Ohio. The Market Segment will run from the Midwest Hub north to the interconnection with Vector in Livingston County, Michigan. The proposed pipelines are depicted on the General Project Location Map included as Exhibit F hereto. Proposed pipeline lengths and diameters are summarized in the following table.

<table>
<thead>
<tr>
<th>Pipelines</th>
<th>Pipeline Diameter (inches)</th>
<th>Approximate Length (mi)</th>
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<tbody>
<tr>
<td>Supply Laterals</td>
<td>24, 30, 36, and 42</td>
<td>237.3</td>
</tr>
<tr>
<td>Mainline A</td>
<td>42</td>
<td>190.6</td>
</tr>
<tr>
<td>Mainline B</td>
<td>42</td>
<td>183.3</td>
</tr>
<tr>
<td>Market Segment</td>
<td>42</td>
<td>100.0</td>
</tr>
<tr>
<td><strong>Total Pipeline Miles</strong></td>
<td><strong>42</strong></td>
<td><strong>711.2</strong></td>
</tr>
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Mainlines A and B will be installed approximately 20 feet apart.
Specifically, the Supply Laterals will consist of approximately 237 miles of 24-inch, 30-inch, 36-inch and 42-inch pipelines, and will receive processed natural gas at the tailgate from various processing plants, or from interconnects with other pipeline systems. These processed natural gas supplies will be pressurized at supply compressor stations, which will move the gas into Mainlines A and B at the Mainline Compressor Station 1 in Carroll County, Ohio.

Mainlines A and B will include approximately 374 miles of dual 42-inch diameter pipelines to be installed in the same right-of-way approximately 20 feet apart. They will commence at the tailgate of Mainline Compressor Station 1, where the gas stream in Mainlines A and B will be pressurized up to a Maximum Operating Pressure of 1,440 pounds per square inch gauge, and the total capacity will be up to 3.25 Bcf/day to the Midwest Hub. From Mainline Compressor Station 1, the gas will be moved to Mainline Compressor Station 2 in Wayne County, Ohio, then onward to Mainline Compressor Station 3 in Crawford County, Ohio, and then to the Midwest Hub. At the Midwest Hub, Rover will have delivery facilities at interconnects with Panhandle and ANR. The Panhandle and ANR metering facilities will consist of metering, regulating, and other components capable of delivering up to 1.1Bcf/day and 1.7 Bcf/day, respectively.

Exiting the Midwest Hub, the Rover Pipeline will downsize to a single 42-inch diameter, approximately 100-mile pipeline with a total capacity of 1.3 Bcf/day, designated as the Market Segment. The Market Segment will commence at the Midwest Hub, extend north into Livingston County, Michigan, and terminate at the interconnection with Vector. The Market Segment will include construction of a delivery meter station and interconnect with Vector.

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17 All natural gas delivered into Rover Pipeline will be processed natural gas in compliance with the quality standards under the General Terms and Conditions of Rover’s Tariff.

18 Mainline B terminates approximately 7.3 miles east of the Midwest Hub, at which point it crosses over and interconnects with Mainline A.
B. Compression

Rover proposes to construct six compressor stations on the Supply Laterals, three compressor stations on Mainlines A and B, and one compressor station on the Market Segment. The proposed compressor stations are depicted on the General Project Location Map included as Exhibit F hereto. The six Supply Lateral compressor stations will have a total nameplate rating of 72,645 horsepower (“HP”), and will be located near the receipt point of the corresponding Supply Lateral, to ensure system pressure for the gas streams entering Mainlines A and B in Carroll County, Ohio. The four compressor stations along Mainlines A and B and the Market Segment will have a total nameplate rating of 140,775 HP. Facilities at each compressor station site will include natural gas-fired compressors, a compressor building with acoustic mitigation if required, an office/control/utility building, a storage/maintenance building, gas and utility piping, separators, gas coolers and heaters (at some locations), safety equipment, an emergency generator, and parking areas. Proposed compressor station locations and nameplate capacities are summarized in the following table.

<table>
<thead>
<tr>
<th>Pipeline Segment</th>
<th>Station Name</th>
<th>County, State</th>
<th>Nameplate Rating (HP)</th>
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<tbody>
<tr>
<td><strong>Supply Laterals</strong></td>
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<td><strong>Project Total</strong></td>
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C. Receipt and Delivery Meter Facilities

Nineteen meter stations consisting of eleven receipt meters, six delivery meters, and two bidirectional meters will be installed to measure the receipt and delivery of natural gas, and will be sized based upon anticipated volume flow. Seven of the nineteen meter stations will be installed within the new compressor station locations, while the remaining twelve will be installed adjacent to or within the permanent pipeline right-of-way on land that will be acquired for operation of the facilities. Fifteen of the nineteen meter stations will be located along the Supply Laterals, including eleven receipt meters that will be located either at the tailgate of processing plants or at interconnects with intrastate pipeline systems that collect processed natural gas supplies requiring long-haul transportation to market hubs. The receipt and delivery meters are sized based upon anticipated volume flow. The six delivery meters (two along the Supply Laterals and four along the Mainlines) will be installed at interconnects with CGT, the Rockies Express Seneca Lateral, Panhandle, ANR, Consumers Energy Company, and Vector. The two bidirectional meters will be installed at the Clarington Compressor Station on the Clarington Lateral. Specific locations are provided in Table 1.3-4 of Resource Report 1, General
Project Description, provided as part of the Environmental Report that is included as Exhibit F-1 hereto.

Typical equipment installed at each meter station will include a supply line, emergency bypass line, meter runs, pressure regulation, overpressure protection, gas heaters, control buildings, and a discharge line. Electrical power will be provided for building cooling, lighting, ventilation, and control equipment. A small satellite dish may be installed for Supervisory Control and Data Acquisition (“SCADA”). Telephone or cellular service also will be required for voice communications and SCADA backup.

D. Construction Schedule

Rover plans to commence construction in January 2016, pending receipt of all applicable permits and clearances. In order to meet the production and delivery schedules of its shippers, a portion of the Supply Laterals and Mainlines A and B are scheduled to be placed in service in December 2016. The Market Segment and the remaining Supply Laterals are scheduled to be placed in service no later than June 2017.

Specific descriptions and locations of the proposed Project facilities, as well as of the construction and installation activities, are set forth in Resource Report 1, General Project Description, provided as part of the Environmental Report that is included as Exhibit F-1 hereto.

V. MARKET DEMAND AND OPEN SEASON

Development of the Rover Pipeline has been driven by significant increases in domestic natural gas production, specifically in the Marcellus region. Rover has entered into precedent agreements with nine producers, so that the Project is currently subscribed through 15- and 20-year contracts to transport 3.1 Bcf/day of the 3.25 Bcf/day available capacity.
A. Overview of the Marcellus Shale Gas Supply

Natural gas produced in the Marcellus Shale formation, primarily in Pennsylvania and West Virginia, accounts for almost 40% of all U.S. shale gas production, and has increased significantly over the past four years, from 2 Bcf/day in 2010 to roughly 15 Bcf/day in 2014. The Marcellus region is now the largest producing basin in the United States; it is estimated that production will exceed 16.5 Bcf/day in February 2015. Natural gas marketed production in 2013 in Pennsylvania alone averaged nearly 9 Bcf/day, second only to Texas among U.S. states.

Indeed, Marcellus production growth has outpaced growth in the region’s available pipeline takeaway capacity. As a result, natural gas prices have been affected:

Price hubs in the central and northeast portions of the Marcellus region, where natural gas production has been higher, and pipeline capacity to bring it to other markets has been more limited, have seen lower prices compared to hubs around southern and western portions of the Marcellus. The large amount of backed-up supply also makes Appalachian spot prices more volatile, and can cause them to drop by as much as $1 [per million British Thermal Units (“MMBtu”)] on moderate temperature days when Northeast demand is low.

Further, “[p]roduction in the Marcellus region surpassed winter demand for natural gas in Pennsylvania and West Virginia several years ago, and is now on track to be enough to equal the demand in those states plus New York, New Jersey, Delaware, Maryland, and Virginia combined.”

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These market dynamics are expected to dramatically alter natural gas transportation patterns in the United States. The EIA, in its *Annual Energy Outlook 2014* ("AEO 2014"), recognized the need for Marcellus supply to be transported to other markets. Per *AEO 2014*, “Marcellus shale gas production could provide up to 39% of the natural gas needed to meet demand in markets east of the Mississippi River [from 2022 to 2025]—up from 16% in 2012.”

Marcellus natural gas production exceeds 100% of the *AEO 2014* Reference Case’s projected demand for the New England and Mid-Atlantic regions from 2016 through 2040, and by more than 1.0 trillion cubic feet during the peak production period (2022–2025).

**B. Open Season for the Rover Pipeline**

Rover representatives met with potential shippers to explore their interest in supporting new natural gas pipeline infrastructure serving the Marcellus and Utica shale supply areas. As a result of these discussions, Rover initially executed eight precedent agreements that included pre-arranged conforming bids. These initial eight executed precedent agreements were for terms of 15 or 20 years, and substantially subscribed the proposed pipeline capacity. Rover subsequently conducted a thirty-day binding Open Season commencing on June 26, 2014. The results of this Open Season did not yield any additional executed precedent agreements. Both negotiated and recourse rates were offered. After the end of the Open Season, Rover continued to solicit interest for capacity on the Project; and, on October 30, 2014, Rover announced that it had secured an additional long term binding precedent agreement. As a result of executed precedent agreements, the Rover Pipeline Project is subscribed to 3.1 Bcf/day with 15- and 20-

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25 *Id.*
year contracts. Rover anticipates the remaining 0.15 Bcf/day of firm capacity will be subscribed to in the near future.

Exhibit I contains copies of the executed precedent agreements. Rover is filing the precedent agreements as Privileged and Confidential information, and requests such treatment pursuant to Section 388.112 of the Commission’s regulations.26

VI. PRECEDENT AGREEMENTS

The precedent agreements that support the Rover Pipeline are the product of extensive negotiations with producer-shippers in a highly competitive environment. As with any pipeline project that is linked directly to natural gas supply, producer-shippers in the Marcellus and Utica shale supply areas have sought those transportation service options that best address the specific circumstances and requirements of each shipper, and provide the contractual incentives necessary for each of them to make a binding commitment to the Rover Pipeline. Ultimately, Rover and its shippers were able to secure the contractual foundations for the Project.

Recognizing the magnitude of the Project, and the consequent need to secure large capacity commitments, Rover designed its open season to provide incentives for shippers to make large, long-term firm transportation commitments. Thus, the open season offered greater benefits, in terms of transportation rate and other rate-related contractual benefits, to shippers based on the quantity of firm transportation commitment. Precedent agreements for the Rover Pipeline were accordingly entered into with four categories of shippers (collectively, the “Initial Shippers”). (All potential shippers were provided an equal opportunity in the open season to

obtain the benefits and rights of each shipper category.) The four categories of Initial Shippers are:

- **Cornerstone Shipper**: a shipper that has contracted, prior to the in-service date of the Rover Pipeline, for capacity commitments equal to 500,000 Dth/day or more for a primary term of at least 15 years;
- **Foundation Shipper**: a shipper that has contracted, prior to the in-service date of the Rover Pipeline, for capacity commitments equal to 150,000 Dth/day or more for a primary term of at least 20 years;
- **Anchor Shipper**: a shipper that has contracted, prior to the in-service date of the Rover Pipeline, for capacity commitments equal to 100,000 Dth/day or more for a primary term of at least 15 years;
- **Negotiated Rate Shipper**: a shipper that has contracted, prior to the in-service date of the Rover Pipeline, for capacity and does not meet the criteria to be a Cornerstone, Anchor Shipper, or Foundation Shipper.

### A. Initial Shipper Rights

The precedent agreements generally afforded the following rights to each category of Initial Shipper:

#### 1. Cornerstone Shipper Rights

Generally, the most beneficial negotiated reservation rates and rate-related contractual rights were granted to Cornerstone Shippers. An executed precedent agreement was considered as a prearranged conforming bid that was not subject to prorationing during the open season. Cornerstone Shippers were also given the option to increase their maximum daily quantity (“MDQ”) up to a specified amount by a certain date. In addition, Cornerstone Shippers were granted Most Favored Nations Status, as more fully described below. As with other categories of Initial Shippers, the precedent agreements for Cornerstone Shippers included a form of negotiated rate agreement providing a fixed negotiated reservation rate and fixed negotiated commodity rate in lieu of the otherwise effective maximum reservation rate and maximum commodity rate, respectively. The form of negotiated rate agreement included a right of first
refusal (“ROFR”) at the end of the FTS agreement’s primary term or any extension thereof, and also included a fuel cap as more fully described below.

2. **Foundation Shipper Rights**

   For Foundation Shippers, an executed precedent agreement was likewise considered as a prearranged conforming bid that was not subject to prorationing during the open season. Foundation Shippers were given the opportunity to participate in the design of the sizing of metering facilities. They were granted a ROFR, and their form of negotiated rate agreements provided for a fixed negotiated reservation rate and fixed negotiated commodity rate, as well as for a fuel cap.

3. **Anchor Shipper Rights**

   For Anchor Shippers, an executed precedent agreement was again considered as a prearranged conforming bid that was not subject to prorationing during the open season, and included a form of negotiated rate agreement providing for a fixed negotiated reservation and commodity rate, and for a fuel cap. Anchor Shippers were also granted a ROFR.

4. **Negotiated Rate Shipper Rights**

   The Negotiated Rate Shipper’s precedent agreement included a form of negotiated rate agreement providing for a fixed negotiated reservation rate in lieu of the otherwise-effective maximum reservation rate, as well as for a fuel cap. The Negotiated Rate Shipper also has a ROFR.

   Additionally, the precedent agreements contain provisions that address the particular circumstances and requirements of each of the Initial Shippers, and provide the contractual incentives that were necessary for each Initial Shipper in entering a binding commitment to the Rover Pipeline. It is important to emphasize however, that the provisions do not define or affect the nature of service under Rover’s Tariff. For the most part, the provisions of each precedent
agreement define the applicable negotiated rates, set forth standard contractual rights and obligations of the parties under the precedent agreement itself, and spell out certain shipper precedent conditions that will be eliminated prior to the in-service date of the Rover Pipeline consistent with Commission policy and precedent. For example, certain shippers required a ramp-up of MDQ rights prior to the in-service date of the Rover Pipeline to ensure that they could execute a binding precedent agreement at a time when their production profiles were not yet fully identified. In other instances, the conditions address the MDQ in part, but not the entire Rover Pipeline path prior to full in-service.

**B. Material Non-Conforming Provisions**

Material non-conforming provisions in the precedent agreements intended to survive the execution of transportation agreements, and for which Commission approval is requested herein, are described generally below.

It must be noted that, absent the contractual commitments under the precedent agreements, the Rover Pipeline could not go forward. Rover recognized early in the planning stages that a project of this scale would only proceed if the project could attract relatively large, long-term commitments. Thus, as compared to each of the Initial Shippers, other shippers or potential shippers cannot be viewed as similarly situated. Under the Commission’s existing negotiated rate and discount policies, project sponsors may rely on a variety of rate incentives to induce potential customers to commit to a project, and may distinguish among various shippers according to factors such as the size of the commitment, the timing of the commitment, the length of the contract, and elasticities of demand. Additionally, none of the provisions in the

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27 See Revisions to the Blanket Certificate Regulations and Clarification Regarding Rates, Order No. 686, 117 FERC ¶ 61,074 (2006), order on reh'g and clarification, Order No. 686-A, 119 FERC ¶ 61,303 (2007), order on reh’g, Order No. 686-B, 120 FERC ¶ 61,249 (2007); Gulf Crossing Pipeline Co. LLC, 123 FERC ¶ 61,100, at P 41; see also Pipeline Service Obligations and Revisions to Regulations Governing Self-Implementing Transportation Under Part 284 of the Commissions Regulations and Regulation of Natural Gas Pipelines After
precedent agreements affects the actual terms or quality of service on the Rover Pipeline. Therefore, none of these contract provisions creates the risk of undue discrimination under the Commission’s policy regarding material deviations. Based on the foregoing, Rover respectfully submits that no provision of any precedent agreement is unduly discriminatory.

For these reasons, Rover does not believe that any aspect of the precedent agreements results in an impermissible material deviation from the pro forma service agreements contained in the Rover Tariff. If the Commission determines that a deviation exists, that deviation should be acceptable and not material. In particular, Rover requests Commission approval for the following specific provisions that would be reflected in the Initial Shippers’ FTS agreements, and would be effective for various periods after the in-service date of the Rover Pipeline.

1. **Fuel Caps**

   All Initial Shippers’ precedent agreements establish a cap on the fuel and lost and unaccounted (“LUAF”) for gas costs that may be recovered. The cap represents a negotiated fuel

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28 See *Trailblazer Pipeline Co. LLC*, 149 FERC ¶ 61,176, at P 5 (2014) (“A material deviation may be permissible if the Commission finds that such deviation does not constitute a substantial risk of undue discrimination.”); see, e.g., *Enbridge Pipeline (S. Lights) LLC*, 144 FERC ¶ 61,044, at P 13 (2013) (“The Commission again confirmed that as all potential shippers had been afforded the opportunity to sign up for the Committed Rates, there was no issue of undue discrimination as between committed and uncommitted shippers.”).

29 See, e.g., *CenterPoint Energy Gas Transmission Co.*, 104 FERC ¶ 61,280, at P 7 (2003) (permitting non-conforming deviation reflecting “unique status of shipper that does not affect its service or others” and permitting pipelines to negotiate non-conforming rates “so long as the shipper has the option of choosing recourse service from the pipeline”) (citing *Tenn. Gas Pipeline Co.*, 97 FERC ¶ 61,225, 62,029 (2001) and *ANR Pipeline Co.*, 97 FERC ¶ 61,223, 62016 (2001)); see also *Gulfstream Nat. Gas Sys. L.L.C.*, 100 FERC ¶ 61,036, at P 15 (2002) (noting that there are permissible material deviations that do not entail a risk of undue discrimination).

30 In accordance with Commission policy, Rover will file its FTS agreements with the initial shippers, along with all non-conforming provisions related thereto, and the initial shippers’ negotiated rate agreements, prior to commencement of service.
arrangement, which is permissible under Commission policy. Also, consistent with Commission policy, Rover will calculate fuel and lost and unaccounted for gas percentages on the assumption that full fuel and lost and unaccounted for gas recovery is achieved from all shippers. Hence, no other shipper will be subsidizing these negotiated rate arrangements.

2. Most Favored Nations Rights

Cornerstone Shippers have included in their precedent agreement a Most Favored Nations right. Subject to the provisions of the pertinent precedent agreement, if, at any time prior to the fifth anniversary of the in-service date, Rover enters into a precedent agreement, FTS agreement, or similar agreement, with more favorable conditions precedent, termination provisions, minimum pressure requirements, or with a negotiated rate, discounted rate, or recourse rate that is lower than the negotiated rate in the shipper’s negotiated rate agreement for any current or future receipt or delivery point on the same transportation path and the same or shorter term (other than a transportation agreement for seasonal service or with a term of less than one year), Rover shall offer such more favorable terms and conditions to the shipper, and shall offer to reduce the shipper’s negotiated rate for service under the FTS agreement to a rate equal to the lower rate. Rover has negotiated this provision with the Cornerstone Shippers in recognition of the substantial business risk these shippers have incurred as supporters of the Project. This provision is consistent with other proceedings where the Commission has permitted shippers to hold Most Favored Nations contract provisions in return for their support of a project.


3. **Extension Rights**

Certain shippers have the unilateral right to extend the term of their FTS agreement beyond its primary term. This right allows for up to four consecutive five-year renewal periods and for a portion or all of its MDQ. The shipper must provide a request to Rover for such extension at least six months prior to the expiration of the primary term or any extended term.

4. **Reduction Rights**

Certain shippers have the unilateral right to reduce their MDQ if Rover is unable to provide transportation service to the Dawn Hub by a specified date.

VII. **RATES, COST AND FINANCING**

A. **Recourse Rates**

The proposed initial maximum and minimum recourse reservation and usage rates are set forth for Rate Schedules FTS, ITS and GPS, including fuel reimbursement percentages, which include LUAF, in Part IV of the proposed Rover Tariff. The Initial Shippers have elected to pay negotiated rates for transportation on the Rover Pipeline. Under the Commission’s Alternative Rate Policy Statement, if a pipeline enters into negotiated rate agreements, the pipeline must provide recourse rates as an alternative.\(^{33}\) Details of the negotiated rate authority under which the shippers made these elections are contained in Rate Schedule FTS, Section 3.8, and the General Terms and Conditions (“GT&C”) Section 16 sets out the discounting provisions applicable to Rover’s maximum recourse rates.

Rates for Transportation Service are included under Rate Schedules FTS and ITS. Supply Zone rates include service on all facilities upstream of the Mainline Zone; Supply Zone

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\(^{33}\) *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), reh’g and clarification denied, 75 FERC ¶ 61,024 (1996).
to Midwest Hub (Mainline Zone) includes service from the Supply Zone to Midwest Hub Delivery Points, including Panhandle-Defiance and ANR-Defiance; Supply Zone to Market Zone South includes service from the Supply Zone to the Midwest Hub Delivery Points, and transportation to Trunkline Gas delivery points located from Dyer County, Tennessee to Panola County, Mississippi; Supply Zone to Market Zone North includes service from the Supply Zone, to the Midwest Hub Delivery Points, to the Michigan interconnects and to the U.S./Canada International Boundary.  

34 For those shippers who elect deliveries to the Dawn Hub, Rover will provide the Canadian leg of such service via its transportation capacity on Vector Canada. Costs associated with transportation service on Vector Canada (or any other Canadian pipeline system) will not be included in the rates for transportation service under Rover’s Tariff.


B. Factors Used in Developing Rates

Rover has developed the proposed recourse rates in a manner consistent with the Commission’s policy related to the straight-fixed-variable rate design. Rover proposes two-part recourse rates for firm transportation service under Rate Schedule FTS based on the applicable cost of service. The major factors underlying the proposed firm and interruptible transportation rates include the following:

- Capital Structure 50% Debt / 50% Equity
- Cost of Debt 6.50%
- Return on Equity 13.00%
- Depreciation Rate 2.50%
Rover’s proposed return on equity and debt result in an overall rate of return of 9.75%. This capital structure is in line with what has been approved by the Commission for other new construction projects in their initial certificates.  

Rover is proposing to utilize a 2.50% depreciation rate. Also, for rate calculation purposes, a 2.50% depreciation rate approximates a 40-year life, which exceeds the primary terms of all of the executed precedent agreements. It also is consistent with depreciation rates accepted by the Commission in *Horizon Pipeline Co. L.L.C.*, Docket Nos. CP00-129-000 et al., *Kinder Morgan Louisiana Pipeline LLC*, Docket Nos. CP06-449-000 et al., *White River Hub, LLC*, Docket No. CP08-398-000, *Rockies Express Pipeline LLC*, Docket No. CP06-354-000, and *Tennessee Gas Pipeline Company, L.L.C.*, Docket No. CP11-161-000.  

C. **Rate Design**  

Rover has utilized a straight-fixed-variable rate design in allocating costs and designing rates. Rate design units are based on the design capacity of the entire system and include an allocation of costs to interruptible services.  

Rover has designed rates for Rate Schedule ITS and Authorized Overrun service based on a 100% load factor derivative of the Rate Schedule FTS reservation and usage rates, an approach that is consistent with general Commission policy. The Rate Schedule GPS rate is derived from the Rate Schedule ITS rate. 

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38 *Cameron LNG, LLC & Cameron Interstate Pipeline LLC*, 147 FERC ¶ 61,230, at P 15 (2014); *Kinder Morgan*
Shippers under Rate Schedule GPS are charged a usage charge multiplied by the total quantity of gas either parked or borrowed each day for the account of shipper during the month. A credit has been applied to the total cost of service in order to allocate costs to interruptible transportation services, i.e., interruptible transportation service, interruptible park and loan service (“GPS”) and authorized overrun service under Rate Schedule FTS service. The Commission has previously recognized that a credit to the cost of service has the same effect as allocating costs to such services.39

Attached as Part I of Exhibit P is a Derivation of Rates, which includes the schedules and work papers supporting all of the proposed initial recourse rates for Rover Pipeline, including: maximum and minimum reservation rates; usage rates for Rate Schedule FTS; and maximum and minimum rates for Rate Schedules ITS and GPS.

Rover shippers also will be responsible for charges related to the Annual Charges Adjustment (“ACA”) surcharge, when that surcharge goes into effect, and for applicable reimbursement of Fuel Gas, Booster Compression Fuel, LU AF, and incremental off-system fuel gas charges for Market Zone South. Consistent with the Commission's regulations,40 the ACA surcharge will not be assessed initially, but will be included once the Commission bills Rover an ACA assessment.

D. Cost and Financing

Rover estimates the total capital cost of constructing the pipeline and appurtenant facilities will be approximately $4.22 billion. This cost estimate is detailed in Exhibit K. The


Allowance for Funds Used During Construction ("AFUDC") included in Exhibit K is calculated in compliance with the Commission’s AFUDC policy, with accruals beginning in July 2014. In accordance with the AFUDC policy, Rover affirms that it began to incur capital expenditures for the Project on June 26, 2014, and that activities necessary to prepare the Project for its intended use were in progress at that time. Rover expects to finance the Project as set forth in Exhibit L.

VIII. PROPOSED TARIFF

Included herein as Part II of Exhibit P is a proposed Tariff prepared in conformance with the requirements of Part 154 of the Commission’s regulations and in consultation with the producer-shippers that have entered into precedent agreements supporting the development of the Rover Pipeline. In that regard, Rover’s Tariff meets the needs of the market, and follows the Commission’s requirements and policies established by Order Nos. 636 and 637.

Under the proposed Tariff, Rover will offer firm transportation service, interruptible transportation service, and interruptible park and loan service on an open access, non-discriminatory basis pursuant to Part 284 of the Commission’s regulations. Rover will provide these services in accordance with proposed Rate Schedules FTS, ITS and GPS and the associated

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45 18 C.F.R. Part 284, Subpart G.
GT&C included in the proposed Tariff. Shippers may pay either recourse rates, discounted rates, or negotiated rates for each service. The Rover Pipeline will consist of four rate zones, including the Supply Zone, the Mainline Zone, the Market Zone South, and the Market Zone North.

Certain significant provisions of the proposed Rover Tariff are summarized and discussed below:

A. Scheduling Priorities

GT&C Section 3.2 sets out detailed scheduling priorities, as follows:

- Firm (primary points to primary points);
- Firm (primary points to/from secondary points);
- Firm (secondary points within the primary path):
  - Scheduled by rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate);
- Firm (secondary points outside the primary path):
  - Scheduled by rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate);
- Interruptible service, including authorized overrun service:
  - Scheduled by rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate);
- Gas Parking Service.

These scheduling priorities afford the highest priority to service under Rate Schedule FTS, consistent with Commission policy. Such priorities assure that the firm shippers have the maximum opportunity to use any available capacity, given that they are providing the dependable revenue stream to support the Rover Pipeline through reservation charges.

B. System Management Tools

Rover Pipeline proposes system management tools, including daily scheduling penalties and cashout charges that will maintain necessary operational control on Rover Pipeline. Such
provisions are consistent with similar provisions previously approved by the Commission. The nature and level of the charges reflect Rover’s limited operational flexibility, given that Rover will have no storage and only limited line pack flexibility. Services available under Rate Schedule GPS will also assist shippers in avoiding penalties. The daily scheduling penalty, cashout charge and revenue crediting provisions are described briefly below:

- **Daily Scheduling Penalty** is described in GT&C Section 5.1. This penalty is applied when the daily variance between scheduled quantities and actual quantities at a Point of Receipt or Point of Delivery exceeds the tolerance level. To help minimize daily scheduling variances, Rover will make available to point operators continuous monitoring of Electronic Gas Measurement points.

- **Imbalance Resolution/Cashout** is described in GT&C Section 5.2 and provides for netting and posting (for trading) of imbalances, consistent with Commission policy. Imbalances are cashed out monthly.

- **Flow Through of Cash Out Revenues and Penalties** are described in GT&C Section 22. Cash out revenues in excess of costs are credited to non-offending shippers on an annual basis. A negative amount would be carried forward to the subsequent annual cash out period. Penalties in excess of costs are credited monthly to shippers who did not incur penalties during the month. The calculation for both the cash out and penalty credits is based 50% on the transportation quantity and 50% on the revenue amount of the non-offending shipper to all non-offending shippers.

**C. Creditworthiness**

GT&C Section 24 sets out detailed credit provisions that generally reflect those previously approved by the Commission. The credit evaluation criteria, including a potential shipper’s ratings by Standards & Poor’s and/or Moody’s, as well as alternative means of appraisal; forms of security and collateral requirements for non-creditworthy shippers; periodic re-evaluation of creditworthiness; and procedures to address non-payment, suspension, and termination of service are detailed in the Rover Tariff.

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46 The Commission approved similar provisions in issuing a certificate of public convenience and necessity for Energy Transfer’s Tiger Pipeline. *See ETC Tiger Pipeline, LLC, 131 FERC ¶ 61,010, at P 36 (2010).*
D. Fuel Reimbursement Adjustment

GT&C Section 21 sets out procedures for a fuel tracker that includes: (1) fuel gas; (2) LUAF gas; and (3) electric compression costs. Electric compression costs are converted to gas units to determine the fuel reimbursement percentage. A Shipper’s monthly fuel charges shall be the sum of the fuel charges on off-system pipelines, if applicable, plus the applicable fuel reimbursement percentage set forth in the currently effective rates for the pertinent Rate Schedule. As discussed in Section VI, above, certain Initial Shippers have negotiated a fuel gas cap in their precedent agreements. In calculating the charges under Rover’s fuel gas tracking mechanism, however, full fuel recovery is assumed for such shippers’ quantities, thereby assuring that there will not be subsidization for fuel gas charges by other shippers.

E. NAESB Standards

Rover is in full compliance with Commission approved North American Energy Standards Board (“NAESB”) standards in effect as of the date hereof. Any changes to NAESB standards prior to the in-service date of Rover Pipeline will be incorporated into the Tariff when Rover files to make its Tariff effective. The NAESB standards are detailed in the GT&C Section 23 of the Tariff.

IX. CERTIFICATE POLICY STATEMENT AND PUBLIC CONVENIENCE AND NECESSITY

The FERC Policy Statement on certificating new pipeline construction establishes criteria for determining whether there is a need for a proposed project and whether the proposed project will serve the public interest. The FERC Policy Statement explains that in deciding to authorize the construction of major new pipeline facilities, the Commission balances the public

47 See supra note 12.
benefits against the potential adverse consequences. The Commission gives appropriate consideration to the enhancement of competitive transportation alternatives, the possibility of overbuilding, subsidization by existing customers, the applicant’s responsibility for unsubscribed capacity, the avoidance of unnecessary disruptions of the environment, and the unneeded exercise of eminent domain on evaluating new pipeline construction.

Under the FERC Policy Statement, the threshold requirement for existing pipelines proposing new projects is that the pipeline must be prepared to financially support the project without relying on subsidization from existing customers. The next step is to determine whether the applicant has made efforts to minimize any adverse effect the project might have on the applicant’s existing customers, existing pipelines in the market and their captive customers, or landowners and communities affected by the route of the new pipeline. If residual adverse effects on these interest groups are identified, after efforts have been made to minimize them, the Commission evaluates the project by balancing the evidence of public benefits to be achieved against the residual adverse effects. As discussed below, Rover meets each of the Commission’s objectives and criteria established in the FERC Policy Statement.

A. Impact on Existing Shippers – No Subsidization

The Project will have no impact on existing customers because Rover is a new entity that has no existing operations or customers. Accordingly, there is no risk that the Rover Pipeline will rely on subsidies from existing customers. The economic risks of the Project will be borne fully by Rover.48

48 See id.
B. No Adverse Impact on Existing Pipelines and Their Captive Customers

The Rover Pipeline, which originated as a result of discussions with producers seeking a means to move their stranded gas to markets in the Midwest and Canada, will not adversely impact existing pipelines or their captive customers. The shippers on the Rover Pipeline are producers in the Marcellus and Utica Shale supply areas that have signed 15- or 20-year contracts to meet increasing demand, and to support new infrastructure with more service flexibility. The new Rover Pipeline facilities will benefit all consumers by providing new capacity, more supplies, more competitive pricing and optionality to markets and storage. In addition, this new Rover infrastructure will provide Midwest local utilities and end users access to reliable and directly sourced gas supplies. Moreover, the Project will maximize the use of available existing pipeline capacity through transportation agreements with Panhandle, Trunkline Gas, and Vector—and thus will have a positive impact on existing pipelines.

In sum, the Rover Pipeline will not result in any adverse impact on competing pipelines and their captive customers because: (1) no existing service by any other pipeline system will be displaced; (2) no other existing pipeline system has the available capacity to transport the shipper requirements to the Midwest Hub; and (3) the transportation service provided by the Project will be utilized for new sources of natural gas supply not currently served by existing pipelines. More generally, no adverse impact on competing pipelines and their captive customers will result because: (1) the Rover Pipeline will be an open-access pipeline providing nondiscriminatory service in a competing market; and (2) construction and operation of the Rover Pipeline will serve to further enhance competition in the market by providing additional competitive service options.
C. Impact on Landowners and Communities Has Been Minimized

Based on meetings with landowners, developers, Federal, state, and local officials, and other interested stakeholders, Rover believes that it has designed and routed its Project in a manner to minimize the impact on stakeholders and the environment. Rover’s routing has used existing utility corridors for siting its pipeline and available capacity on other natural gas pipelines wherever possible to avoid new, undisturbed lands. Rover has also based its routing on existing land use, locations of populated areas, surface topography, geologic considerations, and environmental factors, as well as landowner and community input. The proposed route also attempts to be in proximity to roads and highway infrastructure that will permit Rover quick access to facilities for operational and maintenance activities.

Rover intends to work with all affected landowners to address concerns as it acquires the necessary property for the proposed Project facilities. One aspect of Rover entering into the FERC’s Pre-Filing Review Process was to conduct informational Open Houses to allow stakeholders to ask questions and explain their concerns to Project team members. Rover has demonstrated its willingness to work with stakeholders by addressing construction concerns and adopting reroutes suggested by affected landowners when feasible.

D. Benefits Associated with the Project Outweigh Any Adverse Impacts

As discussed throughout this Application, there are numerous public benefits associated with the Project. First, it will provide significant capital investment in much-needed natural gas infrastructure, stimulating both the local and national economies. Second, it will respond to proven market demand for additional firm take-away capacity from the Marcellus and Utica shale supply areas. Third, the Rover Pipeline supports the overall development of domestic natural gas resources, ensuring domestic energy supplies can grow to meet energy and related national security needs in the United States. Last, the Project will enhance the reliability of the
interstate natural gas pipeline grid in a geographic region that serves as a critical junction between sources of natural gas production and major areas of market demand. The public benefits of the Project far outweigh any potential minor or temporary adverse impacts.

E. The Project Is Required by the Public Convenience and Necessity

In determining whether a proposed project is required by the public convenience and necessity, the Commission considers whether the proposal meets the criteria set forth in the FERC Policy Statement. As discussed above, the Project is consistent with the objectives and criteria of the FERC Policy Statement. Furthermore, the Project will provide extensive benefits to all sectors of the natural gas market, including: (1) providing Marcellus and Utica Shale supply area producer-shippers additional access to the Midwest, Chicago, Gulf Coast, Canadian and U.S. Northeast markets; (2) creating new infrastructure for the Midwest market with direct access to a reliable and competitively-priced supply of natural gas resulting in enhanced market competition, reduced price volatility and lower prices; (3) providing new and existing electric generation facilities with greater sources of natural gas supply, in turn improving air quality and the reliability of the electric grid; and (4) using existing pipeline infrastructure in Michigan to avoid new construction impacts to Michigan’s environmental resources, residences, and private property.

For these reasons, and consistent with the criteria set forth in the FERC Policy Statement, Rover respectfully submits that its proposal is in the present and future public convenience and necessity, and that the authorizations requested herein should be granted promptly.

X. STAKEHOLDER AND LANDOWNER OUTREACH AND NOTIFICATION

Throughout the planning process for the Project, Rover engaged in outreach with landowners, elected officials, Federal, state, and local government agencies, tribal officials and
other stakeholders. This outreach resulted in the proposed route selection and general design of the Project as reflected in this Application.

Rover conducted a total of ten Open House meetings in West Virginia, Pennsylvania, Ohio, and Michigan during the week of July 8 through July 15, 2014, as well as three additional Open House meetings in Michigan from September 16 through September 18, 2014. At each Open House venue, Rover displayed a series of informational poster boards that gave an overview of the Rover Pipeline; explained the basic facts of natural gas and pipelines; summarized the proposed facilities, route and construction dates; and had map books available showing the initial proposed pipeline route, so that landowners could determine the location of the pipeline centerline in relation to their property. Approximately twenty Project team members from construction, engineering, right-of-way, geographic information systems, regulatory, and environmental departments were in attendance at each Open House, and available to answer questions. The Open Houses gave Rover the opportunity to gain valuable insights into the concerns of local community members and government agencies, and to adjust the Project construction plans accordingly.

In addition, as part of the FERC Pre-Filing Review Process, Rover has: provided two rounds of environmental Resource Reports for review and critique, participated in bi-weekly conference calls with FERC staff; provided Monthly Status Reports; participated in interagency meetings and conference calls; provided draft Resource Reports; provided several drafts of landowner, agency, and other mailing lists; conducted several route/site inspections with the FERC staff; responded to FERC staff and stakeholders’ requests for information; maintained the Rover webpage; returned calls from the Rover toll-free phone number (888-844-3718) that has been established to address landowner concerns raised before, during, or after Project
construction; contacted affected landowners regarding surveys and easements; contacted affected Federal, state, local, and tribal officials; and participated in FERC-sponsored Scoping Meetings. At each FERC Scoping Meeting, Rover personnel were present to respond to questions from landowners and other stakeholders. Rover’s web page at http://www.energytransfer.com/ops_etrover.aspx includes a document titled Frequently Asked Questions that includes a collection of questions and answers that were discussed at the meetings. In addition, Rover has conducted discussions throughout the Pre-Filing Review Process with owners of existing rights-of-ways, and pipeline companies to determine available alternatives to avoid construction impacts. Most significantly, this has resulted in Rover acquiring capacity on the Vector system from a point in Livingston County, Michigan to the Dawn Hub, thereby avoiding approximately 110 miles of pipeline construction impacts in Michigan, and approximately 14 miles in Ontario, Canada.

Rover continues to be engaged in consultation with FERC staff, Federal, state, and local government agencies, landowners, tribal officials, and other affected parties concerning the proposed construction activities associated with the Rover Pipeline. Based upon the Pre-Filing Review Process, Rover believes that the proposed pipeline route minimizes both landowner and environmental impacts. Rover has submitted copies of its draft Resource Reports to the pertinent government agencies, and has incorporated those agencies’ comments into the final Resource Reports that constitute the Environmental Report included as Exhibit F-1 hereto. Rover will continue to work with affected landowners and agencies in an ongoing effort to address their concerns and minimize adverse impacts to the extent reasonably possible.
Rover will comply with the landowner notification requirements under Section 157.6(d) of the Commission’s regulations. A list of affected landowners is included with the Environmental Report as Privileged and Confidential information. Rover has contacted all affected landowners either by mail, phone and/or direct contact concerning the proposed Project. Rover has also notified all affected landowners of the recent route revision due to the acquisition of firm capacity on Vector. As part of that notification, Rover notified those stakeholders that they will no longer be affected by the Project, and will no longer remain on the mailing list maintained by Rover. A copy of the eliminated landowners list is provided in Resource Report 1.

In addition, Rover has developed and will implement a Landowner Complaint Resolution procedure that will provide landowners with clear and simple directions for identifying and resolving their environmental problems or concerns during construction activities, and during restoration of the right-of-way. Prior to construction, Rover will mail the Landowner Complaint Resolution procedure to each landowner whose property will be crossed by the Project.

XI. ENVIRONMENTAL IMPACT AND COMPLIANCE

In light of the avoidance and minimization measures taken by Rover to route the Project, coupled with the utilization of existing capacity on third-party pipelines, there will be no significant adverse environmental effects resulting from the authorizations to construct, own, operate, and maintain new pipeline, compression, metering, and ancillary facilities as proposed herein. The Rover Pipeline has been designed, and will be constructed, in a manner that will avoid first, and then minimize environmental impacts. Rover has routed the proposed pipeline

\[49\] 18 C.F.R. § 157.6(d).
facilities into existing utility corridors, on existing right-of-ways, adjacent to existing roads or adjacent pipeline rights-of-way and in active agricultural fields whenever possible in order to avoid new, undisturbed lands, and in order to minimize impacts to landowners. An Environmental Report, submitted herewith as Exhibit F-1, provides a detailed analysis of the existing environmental, cultural, and socioeconomic conditions along the proposed route, and of the impact of the proposed facilities on the existing environment.

No significant adverse effects on surface water, wetlands, or groundwater resources are expected to occur from construction and operation of the Rover Pipeline. To minimize the impacts of erosion and sedimentation on surface waters, construction activities will be performed in compliance with the FERC’s Upland Erosion Control, Revegetation and Maintenance Plan, and with Rover’s Project-specific versions of FERC’s Wetland and Waterbody Construction and Mitigation Procedures (“Rover Procedures”). Rover has attempted to avoid and/or minimize wetland crossings to the extent practicable during selection of the proposed route. Where jurisdictional wetlands cannot be avoided, crossings thereof will be done in accordance with Federal and state permits and approvals, and the Rover Procedures, including any deviations requested by Rover and approved by FERC.

Similarly, construction of the Rover Pipeline will not have any significant adverse impacts on fish, wildlife, or vegetation resources. No significant construction or operation impacts on Federal or state protected species are anticipated as a result of the Project. Where suitable habitat for these species is encountered by the Project, preventative measures will be employed to reduce the likelihood of impacts to the species. For example, various horizontal directional drill crossings are planned to minimize risks to sensitive resources such as wetlands and river crossings. Rover will continue to consult with the relevant agencies to identify whether
additional mitigation measures are required, and to develop appropriate measures to avoid or minimize potential impacts on endangered, threatened, or other species of concern, or their habitat, as necessary.

Rover has consulted with the State Historic Preservation Officers (“SHPOs”) in West Virginia, Pennsylvania, Ohio, and Michigan, as well as the Federally-recognized Native American Tribes with potential ties to the Project area, as discussed in Resource Report 4. In addition, Rover has initiated Phase I Cultural Resource Surveys in the states mentioned above that will be filed with the SHPOs, as well as with the Commission. The Rover Pipeline will not have a significant adverse impact on any known archaeological or historic sites. Moreover, Rover will implement its Unanticipated Discoveries Plan in conjunction with development of the Project.

The Rover Pipeline will not have any significant adverse effects on geological resources. Any limited potential geological hazards resulting from the Project will be minimized by design measures. With respect to soils, Rover will adopt FERC’s *Upland Erosion Control, Revegetation, and Maintenance Plan* as well as its Agricultural Mitigation Plan developed specifically in coordination with the state resource agricultural agencies or organizations, landowners and regional agronomists and soil scientists for the Project to ensure that potential effects on soils due to construction of the proposed Project are minimal. Permanent impacts on soils due to operation of the Rover Pipeline will be restricted to the areas where above-ground facilities are sited and the pipeline right-of-way, as discussed below.

The Project will not have significant adverse impacts on land use, recreation, or aesthetics. Where potential adverse effects are identified, mitigation measures are proposed to avoid or minimize those effects. With respect to air and noise emissions, construction and
operation of the Rover Pipeline is expected to have minimal permanent effects on air quality and noise levels. Rover has concluded from its environmental review that its Project construction will not individually or cumulatively have a significant effect on the quality of human health, the environment, or landowners.

Rover will comply with all mitigation requirements imposed by the environmental clearances from Federal, state, and local agencies for the Project. In this regard, Rover is seeking authorization by November 2015 for the Project in order that it may clear its rights-of-way prior to the summer months, and thus mitigate any potential impacts to Indiana and northern long-eared bats during the summer roosting season, consistent with requests by the U.S. Fish and Wildlife Service. To ensure that construction activities are conducted in compliance with all applicable requirements, including any conditions imposed by the Commission, Rover has agreed to fund a third-party environmental compliance monitoring program that will be directed by the Commission staff. The overall objectives of the compliance monitoring program are to: (1) assess environmental compliance during the construction process to achieve a high level of compliance throughout the process; (2) assist the Commission staff in screening and processing requests for any variances; and (3) create and maintain a database of daily reports documenting compliance. Final details regarding staffing and implementation of the compliance monitoring program will be developed in consultation with Commission staff prior to the commencement of construction and as part of Rover’s Initial Implementation Plan documenting compliance with required mitigation measures.
XII.
CERTIFICATION

Pursuant to the Natural Gas Pipeline Safety Act of 1968,\textsuperscript{50} Rover certifies that the facilities proposed herein will be designed, constructed, tested, operated, replaced, and maintained to conform with or exceed the requirements of Title 49, Part 192, of the Code of Federal Regulations, or any superseding Federal or state safety code applicable to natural gas transmission pipelines.\textsuperscript{51} These regulations are intended to ensure adequate protection for the public and to prevent natural gas facility accidents and failures. 49 C.F.R. Part 192 specifies material selection and qualification, minimum design requirements, and protection from internal, external, and atmospheric corrosion. In addition, all construction and restoration activities will be performed in accordance with the environmental plans, procedures, and guidelines included in the Environmental Report under Exhibit F-1.

XIII.
WAIVER

Rover respectfully submits that this Application may be granted based upon this submission and without a trial-type evidentiary hearing. In accordance with Rules 801 and 802 of the Commission’s Rules of Practice and Procedure,\textsuperscript{52} Rover requests that the intermediate decision procedure be omitted, and waives oral hearing and opportunity for filing exceptions to the decision of the Commission.


\textsuperscript{51} The United States Department of Transportation (“USDOT”) has exclusive authority to promulgate safety and design standards for pipelines and transportation facilities under the Natural Gas Pipeline Safety Act. The USDOT pipeline standards are published in 49 C.F.R. Parts 190–199.

\textsuperscript{52} 18 C.F.R. §§ 385.801, 385.802.
XIV. DESCRIPTION OF EXHIBITS

This is an Application pursuant to Part 157 of the Commission’s regulations. The following exhibits are attached, incorporated by reference, or omitted for the reasons indicated. To the extent any required exhibits have been omitted, Rover requests that the Commission treat the omitted material as inapplicable or otherwise unnecessary to fully disclose the nature of the Project as proposed herein.

NOTICE NOTICE OF APPLICATION

A form of notice suitable for publication in the Federal Register is submitted herewith, as noted herein in Section XVI.

EXHIBIT A ARTICLES OF INCORPORATION AND BYLAWS OR OTHER SIMILAR DOCUMENTS

Submitted herewith are the State of Delaware Limited Liability Company Certificate of Formation and the Limited Liability Company Agreement of Rover Pipeline LLC.

EXHIBIT B STATE AUTHORIZATION

Submitted herewith are the West Virginia, Pennsylvania, Ohio and Michigan state authorizations for Rover Pipeline LLC.

EXHIBIT C COMPANY OFFICIALS

Submitted herewith.

EXHIBIT D SUBSIDIARIES AND AFFILIATIONS

Submitted herewith.

EXHIBIT E OTHER PENDING APPLICATIONS AND FILINGS

Addressed herein in Section XV—Related Applications.

EXHIBIT F LOCATION OF FACILITIES

Submitted herewith.

EXHIBIT F-1 ENVIRONMENTAL REPORT

Submitted herewith.

53 Id. at Part 157.
EXHIBIT G  FLOW DIAGRAM SHOWING DAILY DESIGN CAPACITY, AND REFLECTING OPERATION WITH AND WITHOUT PROPOSED FACILITIES ADDED
Rover’s Exhibit G is designated as Critical Energy Infrastructure Information (‘‘CEII’’) and is submitted in Volume III.

EXHIBIT G-I  FLOW DIAGRAMS REFLECTING MAXIMUM CAPABILITIES
Omitted. Exhibit G reflects maximum capabilities.

EXHIBIT G-II  FLOW DIAGRAM DATA
Rover’s Exhibit G-II is designated as Critical Energy Infrastructure Information (CEII) and is submitted in Volume III.

EXHIBIT H  TOTAL GAS SUPPLY DATA
Omitted. A discussion of Gas Supply Data is provided herein under Section V, Market Demand and Open Season.

EXHIBIT I  MARKET DATA
Submitted herewith are: a List of Subscribed Volumes for the Rover Pipeline; and Precedent Agreements for the Rover Pipeline. The Precedent Agreements are designated as Privileged Information and are submitted in Volume IV.

EXHIBIT J  FEDERAL AUTHORIZATIONS
Submitted herewith under Resource Report 1, Appendix 1A, Table 1A-9, Permits and Approvals includes Federal Authorizations.

EXHIBIT K  COST OF FACILITIES
Submitted herewith.

EXHIBIT L  FINANCING
Submitted herewith.

EXHIBIT M  CONSTRUCTION, OPERATION, AND MANAGEMENT
Omitted. Rover and/or independent contractors will accomplish the proposed construction. The employees of Rover in the ordinary course of business will carry out operation and maintenance of the proposed facilities.

EXHIBIT N  REVENUES, EXPENSES AND INCOME
Submitted herewith are Rover’s schedules reflecting the estimated cost of service for the Rover Pipeline.
EXHIBIT O  DEPRECIATION AND DEPLETION
Submitted herewith.

EXHIBIT P  TARIFF
Submitted herewith are: Rover’s pro forma Tariff and the derivation of the initial rates for firm, interruptible and parking service under Rate Schedules FTS, ITS and GPS, respectively. Rover’s pro forma Tariff was prepared in conformance with the requirements of Part 154 of the Commission’s regulations under the NGA, and contains proposed rates, rate schedules, general terms and conditions, and forms of service agreements that comply with recent Commission orders and policy. Not less than 30 days and not more than 60 days prior to the commencement of service of the facilities proposed herein, Rover will file the attached pro forma tariff as Rover Pipeline LLC FERC NGA Gas Tariff Volume No. 1 for acceptance by the Commission.

EXHIBIT Z-1  OTHER PROJECT MAPS
Submitted herewith are the Rover Project Map – Other Pipelines; Panhandle System Map; and Trunkline Tariff Map.

EXHIBIT Z-2  TRANSPORTATION PRECEDENT AGREEMENTS
Submitted herewith are the Precedent Agreements for off-system transportation to the U.S./Canada International Boundary and to Trunkline Zone 1 A. The Precedent Agreements are designated as Privileged Information and submitted in Volume IV.

EXHIBIT Z-3  ENVIROMENTAL MATRIX
Submitted herein.

XV. RELATED APPLICATIONS
In order to provide seamless transportation from the Rover interconnection with Panhandle in Defiance County, Ohio to Trunkline Gas’ delivery points located from Dyer County, Tennessee to Panola County, Mississippi, both Panhandle and Trunkline Gas are filing applications concurrently with this Application pursuant to Section 7 of the NGA for

54 Id. at Part 154.
authorization to construct and operate piping and compression modifications to allow for natural gas to flow bi-directionally on their pipeline systems.

To the best of Rover’s knowledge, there are no other applications or filings pending before the Commission, or required to be filed in conjunction with this Application beyond what is discussed herein.

XVI.
FEDERAL REGISTER NOTICE

Attached hereto is a notice, prepared in conformity with Sections 2.1 and 157.6(b)(7) of the Commission’s regulations,\(^56\) suitable for publication in the *Federal Register*.

XVII.
CONCLUSION

For the foregoing reasons, Rover respectfully requests that the Commission grant the instant Application for issuance of:

(1) a certificate of public convenience and necessity authorizing Rover to construct, own, and operate under Part 157, Subpart A of the Commission’s regulations\(^57\) a new interstate natural gas pipeline system with total system capacity of 3.25 Bcf/day, including: (a) approximately 711 miles of 24-inch, 30-inch, 36-inch and 42-inch diameter Supply Laterals and Mainlines extending from the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania, and Ohio to a point of interconnection with the Vector Pipeline in Livingston County, Michigan; ten new compressor stations; nineteen metering and regulating facilities; and other ancillary facilities; (b) approval of the Tariff submitted herewith, which includes the authority to enter into negotiated rate agreements; and (c) approval of the initial recourse rates for service; and

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\(^{57}\) *Id.* at Part 157, Subpart A.
(2) blanket certificates authorizing Rover to: (a) engage in certain self-implementing routine activities pursuant to blanket certificate authority under Part 157, Subpart F of the Commission’s regulations;\(^{58}\) and (b) transport natural gas on an open-access and self-implementing basis under Part 284, Subpart G of the Commission’s regulations.\(^{59}\)

Rover also requests any waivers, including waiver of the Commission’s shipper-must-have-title policy in order for Rover to acquire off-system capacity on third-party pipeline systems consistent with Commission policy, and other relief the Commission may deem necessary to grant the authorizations requested herein. Rover respectfully requests that these authorizations be granted by November 2015, so that the Rover Pipeline’s Supply Laterals and Mainlines A and B may be completed and placed in service by December 2016.

Respectfully submitted,

/s/ Stephen T. Veatch

_____________________________
Stephen T. Veatch
Senior Director, Certificates
Rover Pipeline LLC

Dated: February 20, 2015

\(^{58}\) Id. at Part 157, Subpart F.

\(^{59}\) Id. at Part 284, Subpart G.
I, STEPHEN T. VEATCH, Senior Director of Certificates for Rover Pipeline LLC hereby certify in accordance with 18 C.F.R. § 385.2005(a) that I have read the above and foregoing Application of Rover Pipeline LLC for a Certificate of Public Convenience and Necessity ("Application"), and know its contents; that the contents of the Application are true and correct to the best of my knowledge, information, and belief; and that I possess full power and authority to sign the Application on behalf of Rover Pipeline Company LLC.

/s/ Stephen T. Veatch

Stephen T. Veatch, Senior Director
Certificates

Before me, the undersigned authority, personally appeared Stephen T. Veatch, known to me to be the person whose name is subscribed above and the Senior Director of Certificates and Tariffs for Rover Pipeline LLC and who acknowledged to me that he executed same for the purposes therein expressed.

Subscribed and sworn to before me this 20th day of February, 2015.

Name: /s/ Suzanne Samano

Title: Notary Public in the State of Texas

My Commission Expires:
NOTICE OF APPLICATION
UNITED STATE OF AMERICA
Before the
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of §
 §
Rover Pipeline LLC §

Docket No. CP15- _____ -000

NOTICE OF APPLICATION

Take notice that on February 20, 2015, Rover Pipeline LLC (“Rover”) located at 1300 Main Street, Houston, Texas 77002, filed an application in Docket No. CP15-___-000 pursuant to section 7(c) of the Natural Gas Act (“NGA”), and Parts 157 and 284 of the Commission’s regulations requesting the issuance of a certificate of public convenience and necessity: (1) authorizing Rover to construct, own, and operate a new interstate natural gas pipeline system with a total system capacity of 3.25 billion cubic feet per day, including: approximately 711 miles of 24-inch, 30-inch, 36-inch and 42-inch diameter supply laterals and mainlines extending from the Marcellus and Utica shale supply areas in West Virginia, Pennsylvania and Ohio to a point of interconnection with the Vector Pipeline in Livingston County, Michigan; ten new compressor stations; metering and regulating facilities; and other ancillary facilities (collectively, the “Rover Pipeline”); and (2) approving the pro forma FERC NGA Gas Tariff submitted herewith, which includes the authority to enter into negotiated rate agreements, and proposed recourse rates for transportation service of the Rover Pipeline. Rover also requests the issuance of a blanket certificate authorizing Rover to: engage in certain self-implementing routine activities pursuant to blanket certificate authority under Part 157, Subpart F of the Commission’s regulations; and transport natural gas on an open-access and self-implementing basis under Part 284, Subpart G of the Commission’s regulations.

Rover’s filing is available for review at the Commission in the Public Reference Room or may be viewed on the Commission’s website at http://www.ferc.gov using the “eLibrary” link. Enter the docket number excluding the last three digits in the docket number filed to access the document. For assistance, please contact FERC Online Support at FEROnlineSupport@ferc.gov or toll free at (866)208-3676, or for TTY, contact (202) 502-8659.

Any questions regarding the application may be directed to Stephen T. Veatch, Senior Director, Certificates, Rover Pipeline LLC, 1300 Main Street, Houston, Texas 77002; (713) 989-2024.

There are two ways to become involved in the Commission’s review of this project. First, any person desiring to obtain legal status by becoming a party to the proceedings for this project should, on or before the comment date, file with Federal Energy Regulatory Commission, 888 First Street, NE, Washington, D.C. 20426, a motion to intervene in accordance with the requirements of the Commission’s Rules of Practice and Procedure, 18 C.F.R. §§ 385.211,
385.214 (2014), and its Regulations under the NGA, id. § 157.10. A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies of all documents filed by the applicant and by all other parties. A party must submit 14 copies of filings made with Commission and must mail a copy to the applicant and to every other party in the proceeding. Only parties to the proceeding can ask for court review of Commission orders in the proceeding. Comments and protest may be filed electronically via the Internet in lieu of paper. See id. § 385.2001(a)(1)(iii) and the instructions on the Commission’s website under the “e-Filing” link. The Commission strongly encourages interveners to file electronically.

However, a person does not have to intervene in order to have comments considered. The second way to participate is by filing with the Secretary of the Commission, as soon as possible, an original and two copies of comments in support of or in opposition to this project. The Commission will consider these comments in determining the appropriate action to be taken, but the filing of a comment alone will not serve to make the filer a party to the proceeding. The Commission’s rules require that persons filing comments in opposition to the project provide copies of their protest only to the party or parties directly involved in the protest.

Persons who wish to comment only on the environmental review of this project should submit an original and two copies of their comments to the Secretary of the Commission. Environmental commenters will be placed on the Commission’s environmental mailing list, will receive copies of environmental documents, and will be able to participate in meetings associated with the Commission’s environmental review process. Commenters will not be required to serve copies of filed documents on all other parties. However, commenters will not receive copies of all documents filed by other parties or issued by the Commission, and will not have the right to seek rehearing or appeal the Commission’s final order to a Federal court.

The Commission will consider all comments and concerns equally, whether filed by commenters or those requesting intervener status. The Commission may issue a preliminary determination on non-environmental issues prior to the completion of its review of the environmental aspects of the project. This preliminary determination typically considers such issues as the need for the project and its economic effect on existing customers of the applicant, on other pipelines in the area, affected landowner and communities. For example, the Commission considers the extent to which the applicant may need to exercise eminent domain to obtain rights-of-way for the proposed project and balances that against the non-environmental benefits to be provided by the project. Therefore, if a person has comments on community and landowner impacts from this proposal, it is important to file comments or to intervene as early in the process as possible.

Comment Date:

Kimberly D. Bose
Secretary
Exhibit A

Rover Pipeline LLC

Articles of Incorporation
Exhibit B

Rover Pipeline LLC

State Authorizations
Rover Pipeline LLC

Company Officials

<table>
<thead>
<tr>
<th>OFFICERS</th>
<th>Title</th>
</tr>
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<tbody>
<tr>
<td>Warren, Kelcy L.</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>McCrea, Marshall S. III</td>
<td>President &amp; Chief Operating Officer</td>
</tr>
<tr>
<td>Cargile, Richard A.</td>
<td>President - Midstream</td>
</tr>
<tr>
<td>Salinas, Martin Jr.</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Brazaitis, Gregory F.</td>
<td>Chief Compliance Officer</td>
</tr>
<tr>
<td>Langston, Michael T.</td>
<td>Vice President and Chief Regulatory Officer</td>
</tr>
<tr>
<td>Fletcher, Luke</td>
<td>Executive Vice President - U.S. Interstate</td>
</tr>
<tr>
<td>Coffey, Ryan K.</td>
<td>Executive Vice President - Operations</td>
</tr>
<tr>
<td>Corman, Shelley A.</td>
<td>Executive Vice President - Commercial Interstate</td>
</tr>
<tr>
<td>Curia, Christopher</td>
<td>Executive Vice President &amp; Chief Human Resources</td>
</tr>
<tr>
<td>Mason, Thomas P.</td>
<td>Senior Vice President, General Counsel &amp; Secretary</td>
</tr>
<tr>
<td>Dolle, Justin K.</td>
<td>Vice President - Financial Reporting</td>
</tr>
<tr>
<td>Henry, Kelly</td>
<td>Vice President - Procurement</td>
</tr>
<tr>
<td>Krebs, Darryl</td>
<td>Vice President - Tax</td>
</tr>
<tr>
<td>Mahmoud, Yousif (Joey)</td>
<td>Senior Vice President - Engineering</td>
</tr>
<tr>
<td>Rose, Robert R.</td>
<td>Vice President - Land and Right-of-Way</td>
</tr>
<tr>
<td>Stellato, Steven M.</td>
<td>Vice President &amp; Controller</td>
</tr>
<tr>
<td>Wright, James M.</td>
<td>Deputy General Counsel and Secretary</td>
</tr>
<tr>
<td>Keeler, Paul B.</td>
<td>Associate General Counsel</td>
</tr>
<tr>
<td>Healy, William J.</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Erwin, Kevin P.</td>
<td>Assistant Secretary</td>
</tr>
</tbody>
</table>

Rover Pipeline LLC’s officials are located at its principal office at 1300 Main Street, Houston, Texas 77002.
Rover PipeLine LLC

Subsidiaries and Affiliations

Rover PipeLine LLC (“Rover”) is a limited liability company organized and existing under the Delaware Limited Liability Act. Rover is owned 65 percent by ET Rover PipeLine LLC (“ET-Rover”), a subsidiary of Energy Transfer Interstate Holdings, LLC, 20 percent by AE-Midco Rover, LLC and 15 percent by AE-Midco Rover II, LLC. Rover does not, directly or indirectly, own or control an interest in any other person or organized group of persons engaged in the production, transportation, distribution or sale of natural gas, or in the construction or financing of such enterprises.

Energy Transfer Interstate Holdings, LLC, a Delaware limited liability company, owns 100% of the equity interest in ET-Rover, and Heritage ETC, L.P., a Delaware limited partnership, owns 100% of the equity ownership interests in Energy Transfer Interstate Holdings, LLC, and Energy Transfer Partners, L.P. (“ETP”) indirectly owns 100% of the equity interests in Heritage ETC, L.P. Energy Transfer Equity, L.P. (“ETE”) directly or indirectly owns (i) 30,841,069 common units of ETP (8.7%); (ii) 50,160,000 Class H units of ETP, (iii) a 0.7% general partner interest in ETP, through ETE’s ownership interest in Energy Transfer Partners GP, L.P.; and (iv) 100% of the Incentive Distribution Rights of ETP, through ETE’s ownership interest in Energy Transfer Partners GP, L.P. Kelcy L. Warren owns, directly or indirectly, 91,627,110 common units of ETE (17%).

American Energy – Midstream, LLC, an Oklahoma limited liability company, owns 100% of the equity ownership interests in AE-MidCo Rover, LLC and AE-MidCo Rover II, LLC. American Energy Midstream Holdings, LLC, a Delaware limited liability company, owns 100% of the equity ownership interests in American Energy – Midstream, LLC. EMG AE Midstream Holdings, LLC, a Delaware limited liability company owns 91.74% of the equity interests in American Energy Midstream Holdings, LLC. EMG AE Midstream Holdings, LLC is an affiliated investment vehicle of The Energy & Minerals Group, which is the management company for a series of specialized private equity funds focusing on investing across various facets of the global natural resource industry.
Rover Pipeline LLC

Location of Facilities
Rover Pipeline LLC

Environmental Report

The public portion of the Environmental Report for Rover Pipeline LLC is submitted in Volume II, the CEII portion is submitted in Volume III, and the Privileged and Confidential portion is submitted under Volume IV.
Submitted herewith is the affidavit of Stephen T. Veatch, Senior Director of Certificates for Rover Pipeline LLC, attesting to the notification by first class mail to landowners of record whose property is on or adjacent to the proposed Rover Pipeline Project facilities.
State of Texas  )
County of Harris  )

AFFIDAVIT OF STEPHEN T. VEATCH

NOW COMES the undersigned, Stephen T. Veatch, and first bring duly sworn upon oath, hereby deposes and states:

1. That he is the Senior Director, Certificates, Rover Pipeline LLC.

2. That Rover Pipeline LLC is filing an application with the Federal Energy Regulatory Commission ("FERC") seeking permission to construct certain facilities and a certificate of public convenience and necessity authorizing the construction and operation of certain facilities ("Application").

3. That Rover Pipeline LLC has attempted to identify any person who is the owner of record of real property that is on or adjacent to the Project facilities if FERC approves the Application and that owner of record, at a minimum, has been identified as the individual noted in the most recent county tax records as receiving the tax notice.

4. That on the 3rd business day following the issuance of a Notice of the Application filed with the FERC, Rover Pipeline LLC will make a good faith effort to provide a copy of the Landowner Notification concerning the project by first-class mail to the landowners of records whose property is on or adjacent to the proposed construction.

The undersigned certifies that the foregoing statements of fact are true and correct to the best of his knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.  

/s/ Stephen T. Veatch

Subscribed to and sworn before me
This 20th day of February, 2015.

/s/ Suzanne Suzanne
__________________________   Notary Public
Exhibit F-1

Rover Pipeline LLC

List of Landowners and Addresses

List of Landowners and Addresses are designated as **Privileged Information** pursuant to 18 C.F.R. § 388.112 and is submitted in Volume IV.
Exhibit G

Rover Pipeline LLC

Flow Diagram Showing Daily Design Capacity and Reflecting Operation of Applicant’s System With Proposed Facilities Added

Exhibit G is designated as Critical Energy Infrastructure Information (CEII) pursuant to 18 C.F.R. § 388.112 and is submitted in Volume III.
Exhibit G-II

Rover Pipeline LLC

Flow Diagram Data

Exhibit G-II is designated as Critical Energy Infrastructure Information (CEII) pursuant to 18 C.F.R. § 388.112 and is submitted in Volume III.
Submitted herewith are the following:
(1) List of Subscribed Volumes for the Rover Pipeline Project; and
(2) Precedent Agreements for the Rover Pipeline Project.

The Precedent Agreements are designated as Privileged Information pursuant to 18 C.F.R. § 388.112 and are submitted in Volume IV.
Rover Pipeline LLC

Market Data
List of Subscribed Volumes for the Rover Pipeline Project
(Volumes are stated in Dth per day)

### Maximum Daily Contract Quantities

<table>
<thead>
<tr>
<th>Shipper</th>
<th>Term</th>
<th>Total Contract Quantity</th>
<th>To Market Zone North (Dawn, PEPL North &amp; Vector)</th>
<th>To Midwest Hub (PEPL/ANR)</th>
<th>To Market Zone South (Trunkline Gas Zone 1A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>20-years</td>
<td>1,100,000</td>
<td>450,000</td>
<td>450,000</td>
<td>200,000</td>
</tr>
<tr>
<td>B</td>
<td>15-years</td>
<td>800,000</td>
<td>0</td>
<td>800,000</td>
<td>0</td>
</tr>
<tr>
<td>C</td>
<td>15-years</td>
<td>200,000</td>
<td>0</td>
<td>0</td>
<td>200,000</td>
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<tr>
<td>D</td>
<td>15-years</td>
<td>150,000</td>
<td>50,000</td>
<td>0</td>
<td>100,000</td>
</tr>
<tr>
<td>E</td>
<td>20-years</td>
<td>150,000</td>
<td>150,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F</td>
<td>15-years</td>
<td>100,000</td>
<td>75,000</td>
<td>0</td>
<td>25,000</td>
</tr>
<tr>
<td>G</td>
<td>20-years</td>
<td>400,000</td>
<td>200,000</td>
<td>0</td>
<td>200,000</td>
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<tr>
<td>H</td>
<td>15-years</td>
<td>100,000</td>
<td>100,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>I</td>
<td>20-years</td>
<td>100,000</td>
<td>75,000</td>
<td>0</td>
<td>25,000</td>
</tr>
</tbody>
</table>

| Total   |         | 3,100,000               | 1,100,000                                      | 1,250,000               | 750,000                                      |
Rover Pipeline LLC

Market Data
Precedent Agreements for the Rover Pipeline Project

The Precedent Agreements are designated as Privileged Information pursuant to 18 C.F.R. § 388.112 and are submitted in Volume IV.

Contains Privileged Information – Do Not Release
(Pursuant to Section 388.112)
Exhibit Z-1

Rover Pipeline LLC

Other Project Maps

Rover Project Map – Other Pipelines;
Panhandle System Map; and Trunkline Tariff Map
Rover Pipeline LLC

Transportation Precedent Agreements

The Transportation Precedent Agreements are designated as **Privileged Information** pursuant to 18 C.F.R. § 388.112 and are submitted in Volume IV.

**Contains Privileged Information – Do Not Release**
**(Pursuant to Section 388.112)**
Rover Pipeline LLC

Environmental Matrix
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ROVER PIPELINE LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2014, AT 5:06 O'CLOCK P.M.
STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION
OF
ROVER PIPELINE LLC

The undersigned, a natural person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, does hereby execute this Certificate of Formation:

1. The name of the limited liability company is Rover Pipeline LLC (the "Company").

2. The address of its registered office in the State of Delaware is: 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Rover Pipeline LLC this 26th day of June, 2014.

Organizer:

[Signature]

Peggy J. Harrison
State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

ROVER PIPELINE LLC
Control Number: 9A6D4

a limited liability company, organized under the laws of the State of Delaware has filed its "Application for Certificate of Authority" in my office according to the provisions of West Virginia Code §31B-10-1002. I hereby declare the organization to be registered as a foreign limited liability company from its effective date of July 10, 2014, until a certificate of cancellation is filed with our office.

Therefore, I hereby issue this

CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY

to the limited liability company authorizing it to transact business in West Virginia

Given under my hand and the Great Seal of the State of West Virginia on this day of July 10, 2014

[Signature]
Secretary of State
FILED
JUL 10 2014

Natalie E. Tennant
Secretary of State
1900 Kanawha Blvd E
Bldg 1, Suite 157-K
Charleston, WV 25305

Penney Barker, Manager
Corporations Division
Tel: (304)558-8000
Fax: (304)558-8381
Website: www.wvoswv.com
E-mail: business@wvoswv.com

IN THE OFFICE OF
WV SECRETARY OF STATE
Office Hours: Monday – Friday
8:30 a.m. – 5:00 p.m. ET

FILE ONE ORIGINAL
(Two if you want a filed stamped copy returned to you)
FEE: $150

WV APPLICATION FOR
CERTIFICATE OF AUTHORITY OF
LIMITED LIABILITY COMPANY

1. The name of the company as registered in its home state is:
   Rover Pipeline LLC
   and the state or country of organization is: Delaware

☑ CHECK HERE to indicate you have obtained and submitted with this application a CERTIFICATE OF EXISTENCE (GOOD STANDING), dated during the current tax year, from your home state of original organization as required to process your application. The certificate may be obtained by contacting the Secretary of State's Office in the home state of original organization.

2. The name to be used in West Virginia will be: ☑ Home State name as listed above, if available in WV
   (If name is not available, check DBA Name box below and follow special instructions in Section 2. attached.)
   ☐ DBA name
   (See special instructions in Section 2. Regarding the Letter of Resolution attached to this application.)

3. The company will be a: ☑ regular L.L.C.
   ☐ Professional L.L.C. for the profession of

4. The street address of the principal office is:
   No. & Street: 3738 Oak Lawn Ave.
   City/State/Zip: Dallas, TX 75219
   Street/Box: 
   City/State/Zip: 

5. The address of the designated office of the company in WV, if any, will be:
   No. & Street: 
   City/State/Zip: 

6. Agent of Process: Properly designated person to whom notice of legal process may be sent, if any:
   Name: Corporation Service Company
   Address: 209 West Washington Street
   City/State/Zip: Charleston, WV 25302

Form LLF-1
Issued by the Office of the Secretary of State
Revised 8/13

RECEIVED
JUL 10 2014
APPLICATION FOR CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

7. E-mail address where business correspondence may be received: peggy.harrison@energytransfer.com

8. Website address of the business, if any:

9. The company is:
   √ an at-will company, for an indefinite period
   [ ] a term company, for the term of ________ years, which will expire on ________.

10. The company is:
    √ member-managed. [List the names and addresses of all members.
    [ ] manager-managed. [List the names and addresses of all managers.]

List the Name(s) and Address(es) of the Member(s)/Manager(s) of the company (attach additional pages if necessary).

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>ET Rover Pipeline LLC</td>
<td>3738 Oak Lawn Ave.</td>
<td>Dallas, TX 75219</td>
</tr>
</tbody>
</table>

11. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.
    √ No—All debts, obligations and liabilities are those of the company
    [ ] Yes—Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented in writing to the adoption of the provision or to be bound by the provision.

12. The purpose for which this limited liability company is formed are as follows: (Describe the type(s) of business activity which will be conducted, for example, “real estate,” “construction of residential and commercial buildings,” “commercial printing,” “professional practice of architecture.”)

   Pipeline transportation services

13. Is the business a Scrap Metal Dealer?
    [ ] Yes [If “Yes,” you must complete the Scrap Metal Dealer Registration Form (Form SMD-1) and proceed to question 14.].
    √ No [Proceed to question 14.]

14. The number of pages attached and included in this application is: 4

Form LLC-1
Issued by the Office of the Secretary of State
Revised 8/13
APPLICATION FOR CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

15. The requested effective date is:  
   [ ] the date & time of filing in the Secretary of State’s Office  
   [ ] the following date __________ and time __________

   (Requested date may not be earlier than filing nor later than 90 days after filing in our office.)

16. Contact and Signature Information* (See below Important Legal Notice Regarding Signature):

   a. Peggy J Harrison
      Contact Name
      (918) 794-4559
      Phone Number

   b. Peggy J Harrison
      Manager Corporate Governance

   c. Peggy J Harrison
      Print or type name of signer
      6/27/2014
      Title / Capacity of Signer
      Date

   *Important Legal Notice Regarding Signature: Per West Virginia Code §31B-2-202, Liability for false statement in filed record. If a record authorized or required to be filed under this chapter contains a false statement, one who suffers loss by reliance on the statement may recover damages for the loss from a person who signed the record or caused another to sign it on the person's behalf and knew the statement to be false at the time the record was signed.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ROVER PIPELINE LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2014.

5559285  8300
140934897

[Signature]

Secretarial of State
AUTHENTICATION: 1520626
DATE: 07-09-14

You may verify this certificate online at corp.delaware.gov/authver.shtml
PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign

(15 Pa.C.S.)

Registered Limited Liability General Partnership (§ 8211)
Registered Limited Liability Limited Partnership (§ 8211)
Limited Partnership (§ 8582)
X Limited Liability Company (§ 8981)

Corporation Service Company

209556-15

Fee: $250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in which it is formed:
   Rover Pipeline LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:
   Rover Pipeline LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
   Jurisdiction: Delaware  Date of Formation: 06/26/2014

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

   (a) Number and street  City  State  Zip  County

   (b) Name of Commercial Registered Office Provider  County
   Corporation Service Company  Dauphin
DSCB:15-8981/8211/8582-2

5. Check and complete one of the following:

[ ] The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

<table>
<thead>
<tr>
<th>Number and street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

[ ] It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

3738 Oak Lawn Ave.  Dallas  TX  75219

Number and street  City  State  Zip

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable. The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name  Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

<table>
<thead>
<tr>
<th>Number and street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>County</th>
</tr>
</thead>
</table>

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this 28th day of June 2014.

Rover Pipeline LLC

Name of Partnership/Company

Peggy F. Adair

Signature

Manager Corporate Governance

Title

Rev. 11/2010
**STATE OF OHIO**

**CERTIFICATE**

Ohio Secretary of State, Jon Husted

2309759

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**ROVER PIPELINE LLC**

and, that said business records show the filing and recording of:

Document(s):
REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):
201419200040

Effective Date: 07/10/2014

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th day of July, A.D. 2014.

[Signature]

Ohio Secretary of State
APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN
For use by Foreign Limited Liability Companies
(Please read information and instruction on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Application:

1. The name of the limited liability company is:

   Rover Pipeline LLC

2. (Complete this item only if the limited liability company name in Item 1 is not available for use in Michigan.)
   The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3. It is organized under the laws of Delaware

   The date of its organization is 06/26/2014
   The duration of the limited liability company if other than perpetual is

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:

   3738 Oak Lawn Ave.  Dallas  TX  75219
   (Street Address)  (City)  (State)  (ZIP Code)
5. a. The street address of its registered office in Michigan is:

601 Abbot Road, East Lansing

(Street Address)

, Michigan

(City)

, Michigan

(ZIP Code)

b. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box)

(City)

(ZIP Code)

c. The name of the resident agent at the registered office is:

CSC-Lawyers Incorporating Service (Company)

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in Item 5c)

Energy Transfer Partners

(Name)

6801 S. Yale Ave., Suite 310

(Street Address)

Tulsa

(City)

OK

(State)

74137

(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Pipeline transportation services

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 26th day of June, 2014

By

Peggy J Harrison, Manager Corporate Governance

(Signature)

(Type or Print Name)

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ROVER PIPELINE LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2014.

Jeffrey W. Bullock, Secretary of State
Rover Pipeline LLC
Docket No. CP15-____-000

Exhibit K
Cost of Facilities
### Rover Pipeline LLC
Docket No. CP15-____-000

**Estimated Cost of Facilities**
Total Project Facilities Cost Estimates

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total Supply Laterals</th>
<th>Total Mainlines A and B</th>
<th>Total Market Zone - North</th>
<th>Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
</tr>
<tr>
<td></td>
<td>(See Page 2 of 4)</td>
<td>(See Page 3 of 4)</td>
<td>(See Page 4 of 4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Land</td>
<td>$2,515,246</td>
<td>$2,052,844</td>
<td>$754,714</td>
<td>$5,322,804</td>
</tr>
<tr>
<td>2</td>
<td>ROW and Damages</td>
<td>40,450,405</td>
<td>65,573,601</td>
<td>18,108,943</td>
<td>124,132,949</td>
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<tr>
<td>3</td>
<td>Civil Survey</td>
<td>25,326,672</td>
<td>46,843,812</td>
<td>25,897,482</td>
<td>98,067,966</td>
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<tr>
<td>4</td>
<td>Materials</td>
<td>377,441,374</td>
<td>635,594,347</td>
<td>168,009,680</td>
<td>1,181,045,402</td>
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<td>5</td>
<td>Labor</td>
<td>577,409,675</td>
<td>920,748,743</td>
<td>264,310,627</td>
<td>1,762,469,045</td>
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<tr>
<td>6</td>
<td>Engineering &amp; Inspection</td>
<td>68,492,086</td>
<td>99,131,701</td>
<td>27,914,347</td>
<td>195,538,134</td>
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<tr>
<td>7</td>
<td>Environmental</td>
<td>11,835,219</td>
<td>21,417,339</td>
<td>5,929,828</td>
<td>39,182,386</td>
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<tr>
<td>8</td>
<td>Line Pack / Gas Lost</td>
<td>3,169,038</td>
<td>7,515,956</td>
<td>2,080,946</td>
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<td>9</td>
<td>Legal and Other Services</td>
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<td>3,009,843</td>
<td>19,927,648</td>
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<td>Contingencies</td>
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<td>Overhead</td>
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<td>19,246,121</td>
<td>5,558,965</td>
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<tr>
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<td>AFUDC @ 9.75%</td>
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<td>8,761,200</td>
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<td>$2,244,174,172</td>
<td>$624,837,334</td>
<td>$4,215,895,275</td>
</tr>
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</table>

Rover Pipeline LLC
Docket No. CP15-____-000
## Rover Pipeline LLC

**Docket No. CP15-____-000**

### Estimated Cost of Facilities

#### Total Supply Laterals Costs:

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Pipelines (a)</th>
<th>Compressor Stations (b)</th>
<th>Receipt Facilities (c)</th>
<th>Delivery Facilities (d)</th>
<th>Supply Laterals Total (e)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Land</td>
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<td>$327,690</td>
<td>$164,393</td>
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</tr>
<tr>
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<td>ROW and Damages</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>40,450,405</td>
</tr>
<tr>
<td>3</td>
<td>Civil Survey</td>
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<td>516,000</td>
<td>-</td>
<td>-</td>
<td>25,326,672</td>
</tr>
<tr>
<td>5</td>
<td>Labor</td>
<td>488,310,024</td>
<td>45,764,725</td>
<td>28,857,779</td>
<td>14,477,147</td>
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<tr>
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</tr>
<tr>
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<tr>
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<td>3,169,038</td>
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</tr>
<tr>
<td>9</td>
<td>Legal and Other Services</td>
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<td>6,124,413</td>
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<tr>
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<td>11,768,425</td>
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<tr>
<td>12</td>
<td>AFUDC @ 9.75%</td>
<td>109,245,673</td>
<td>22,780,701</td>
<td>7,225,417</td>
<td>3,624,791</td>
<td>142,876,583</td>
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<tr>
<td>13</td>
<td>Tax</td>
<td>5,024,123</td>
<td>1,047,667</td>
<td>332,291</td>
<td>166,701</td>
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<tr>
<td>14</td>
<td>Totals</td>
<td>$1,029,848,421</td>
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<td>$34,169,410</td>
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**Docket No. CP15-____-000**

Rover Pipeline LLC

**Estimated Cost of Facilities**

**Total Supply Laterals Costs**

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<tr>
<th>Line No.</th>
<th>Description</th>
<th>Pipelines (a)</th>
<th>Compressor Stations (b)</th>
<th>Receipt Facilities (c)</th>
<th>Delivery Facilities (d)</th>
<th>Supply Laterals Total (e)</th>
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<td>8,364,797</td>
<td>4,196,387</td>
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<tr>
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<td>9</td>
<td>Legal and Other Services</td>
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<td>255,881</td>
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<td>AFUDC @ 9.75%</td>
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<td>$1,346,883,769</td>
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<td>Delivery Facilities (d)</td>
<td>Mainlines A and B Total (f)</td>
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<td>------------------------------------</td>
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### Rover Pipeline LLC
Docket No. CP15-_____000

Estimated Cost of Facilities
Total Market Zone - North Costs

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<th>Line No.</th>
<th>Description</th>
<th>Pipelines (a)</th>
<th>Compressor Stations (b)</th>
<th>Receipt Facilities (c)</th>
<th>Delivery Facilities (d)</th>
<th>Market Zone - North Total (f)</th>
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Exhibit L

Rover Pipeline LLC

Docket No. CP15-_____000

Construction Financing Profile and
Pro Forma Financial Statements
Rover Pipeline LLC

Financing
Preliminary Statement

Rover Pipeline LLC ("Rover") is a Delaware limited liability company which is indirectly owned sixty-five percent (65%) by ET Rover Pipeline LLC, an affiliate of Energy Transfer Partners, L.P., twenty percent (20%) by AE-Midco Rover, LLC, and fifteen percent (15%) by AE-Midco Rover II, LLC, both affiliates of American Energy Partners, LP. Rover was formed to construct, own operate, and maintain a new natural gas interstate pipeline which originates in near Sherwood, in Doddridge County, West Virginia, which will provide firm capacity necessary to transport natural gas supplies from the Marcellus and Utica Shale areas in Pennsylvania, West Virginia, and Ohio to major pipeline interconnections along its route to its terminus at a point of interconnection with Vector Pipeline, LP ("Vector") system in Livingston County, Michigan. It will create new takeaway capacity from the Marcellus Shale plays to either directly or indirectly connected market areas in the Midwest, Gulf Coast and Canada.

Financing Plan

The financing plan presented reflects the construction of a new pipeline system with a capacity of 3,250,000 Dth/day. It is assumed for the purposes of the financial exhibits that the capital structure of the project will consist of fifty percent (50%) debt, with an interest rate of 6.50 percent (6.50%), and fifty percent (50%) equity. The proposed rate of return on equity is thirteen percent (13.00%), and is based on, among other considerations, the financial and project risks associated with the construction and operation of the proposed facilities.

The overall AFUDC rate is equal to 9.75 percent (9.75%), and is based on the anticipated capital structure and projected costs of debt and equity capital. A debt repayment schedule is assumed so that Rover will maintain a capitalization structure of fifty percent (50%) debt and fifty percent (50%) equity.

Equity financing will be through contributions of sixty-five percent (65%) by Energy Transfer Partners, L.P., and thirty-five percent (35%) by American Energy Partners, LP.

Supporting Schedules

The following schedules for the first three years of operation following full in-service of Rover's facilities are provided in support of this filing:

Schedule 1 - Proposed Financing Profile and Debt Repayment Schedule
Schedule 2 - Statement of Cash Flows
Schedule 3 - Statement of Income and Expenses
Schedule 4 - Balance Sheet (End of Year)

For the purposes of the financial schedules, it is assumed that current income taxes are paid out at each year end.
Rover Pipeline LLC

Proposed Financing Profile and Debt Repayment Schedule
($000)

Financing Profile

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>(b)</td>
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<tr>
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<td>Total Funds Required</td>
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<tr>
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<td>Date Financing in Place</td>
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<tr>
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<td>Interest Rate During Construction</td>
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<tr>
<td>5</td>
<td>Interest Rate During Operation</td>
<td>6.50%</td>
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Line Principal Annual

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<th>Line No.</th>
<th>Year</th>
<th>Principal Annual Beginning Balance</th>
<th>Annual Principal Payment</th>
<th>Annual Interest Payment</th>
<th>End of Year Principal Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td></td>
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<td>6</td>
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<td>Two</td>
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<td>Three</td>
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### Rover Pipeline LLC

**Pro Forma Statement of Cash Flow**  
First Three Years of Operation  
($000)

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<th>Line No.</th>
<th>Description</th>
<th>Construction Amount (a)</th>
<th>First Year Amount (b)</th>
<th>Second Year Amount (c)</th>
<th>Third Year Amount (d)</th>
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<td><strong>Funds Provided</strong></td>
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### Rover Pipeline LLC

**Pro Forma Statement of Income and Expenses**  
First Three Years of Operation  
($000)

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<th>Line No.</th>
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<td>57,503</td>
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<td><strong>Net Income</strong></td>
<td>$ 83,322</td>
<td>$ 89,933</td>
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#### Income Tax Provision Calculation:

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<th>Third Year Amount</th>
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### Rover Pipeline LLC

**Pro Forma Balance Sheet (End of Year)**

*First Three Years of Operation*

($000)

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<th>Line No.</th>
<th>Description</th>
<th>Construction Amount</th>
<th>First Year Amount</th>
<th>Second Year Amount</th>
<th>Third Year Amount</th>
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<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
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<td>$ 4,110,631</td>
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### Long-Term Liabilities and Equity

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<th>Description</th>
<th>Construction Amount</th>
<th>First Year Amount</th>
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<th>Third Year Amount</th>
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<tr>
<td></td>
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<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
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<td>Total Long-Term Liabilities and Equity</td>
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### Equity Reconciliation

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<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
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<td>11</td>
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<tr>
<td>12</td>
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<td>$ 2,034,842</td>
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<td>$ 1,822,670</td>
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ROVER PIPELINE LLC
Docket No. CP15-_____000

Exhibit N
Cost of Service - Total

Summary
## ROVER PIPELINE LLC

Cost of Service - Total

### Summary

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<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
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<tbody>
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# ROVER PIPELINE LLC

## Cost of Service

### Operation and Maintenance Expenses

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<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
<td>(G)</td>
<td>(H)</td>
<td>(I)</td>
<td>(J)</td>
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<tr>
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<td>YEAR 4</td>
<td>YEAR 5</td>
<td>YEAR 6</td>
<td>YEAR 7</td>
<td>YEAR 8</td>
<td>YEAR 9</td>
<td>YEAR 10</td>
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<td>(c)</td>
<td>(d)</td>
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<td>(f)</td>
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**ROVER PIPELINE LLC**

Cost of Service

Operation and Maintenance Expenses

Account No. 858 - Transportation and Compression By Others

Market - South

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ROVER PIPELINE LLC

Cost of Service

Operation and Maintenance Expenses

Account No. 858 - Transportation and Compression By Others

Market - South
# Cost of Service

## Depreciation Expense

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<th>Line No.</th>
<th>Description</th>
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<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
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<td>2.50%</td>
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### ROVER PIPELINE LLC

#### Cost of Service

**Other Taxes**

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<th>Description</th>
<th>Detail</th>
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<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
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<td>(h)</td>
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<td>(j)</td>
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<td>2</td>
<td>Gross Plant</td>
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</table>
| 4        | Assessment Ratio | | | | | | | | | | | 50.00%
| 5        | Taxable Value | 228,522,852 | | | | | | | | | |
| 6        | Average Rate | 4.71% | 10,763,426 | 10,332,889 | 9,919,573 | 9,522,790 | 9,141,878 | 8,776,203 | 8,425,158 | 8,088,149 | 7,764,623 | 7,454,038 |
| 7        | Ad Valorem Taxes-Ohio | | | | | | | | | | |
| 8        | Gross Plant | | | | | | | | | | $3,408,824,088 |
| 9        | Taxable Costs | 3,408,824,088 | | | | | | | | | |
| 10       | Assessment Ratio | | | | | | | | | | 88.00%
| 11       | Taxable Value | 2,999,765,197 | | | | | | | | | |
| 12       | Average Rate | 6.66% | 193,784,834 | 187,971,289 | 182,332,150 | 176,862,186 | 171,556,320 | 166,409,630 | 161,417,341 | 156,574,821 | 151,877,576 | 147,321,249 |
| 13       | Ad Valorem Taxes-Pennsylvania | | | | | | | | | | |
| 14       | Gross Plant | | | | | | | | | | $50,027,932 |
| 15       | Taxable Costs | 50,027,932 | | | | | | | | | |
| 16       | Assessment Ratio | | | | | | | | | | 100.00%
| 17       | Taxable Value | 50,027,932 | | | | | | | | | |
| 18       | Average Rate | 1.00% | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 | 500,279 |
| 19       | Ad Valorem Taxes-West Virginia | | | | | | | | | | |
| 20       | Gross Plant | | | | | | | | | | $299,997,552 |
| 21       | Taxable Costs | 299,997,552 | | | | | | | | | |
| 22       | Assessment Ratio | | | | | | | | | | 75.00%
| 23       | Taxable Value | 224,998,164 | | | | | | | | | |
| 24       | Average Rate | 7.50% | 3,454,963 | 3,400,204 | 3,347,927 | 3,297,086 | 3,247,556 | 3,200,340 | 3,155,320 | 3,112,520 | 3,071,920 | 3,032,520 |
| 25       | Total Ad Valorem Taxes | | $4,215,895,275 | $ | | | | | | | | |
| 27       | Payroll Taxes | | | | | | | | | | |
| 28       | Labor | | | | | | | | | | $5,500,000 |
| 29       | | | $5,610,000 | $5,722,200 | $5,836,600 | $5,953,300 | $6,072,300 | $6,193,700 | $6,317,600 | $6,444,000 | $6,572,800 |
| 30       | FICA @ 6.200% | | | | | | | | | | $341,000 |
| 31       | | | $347,820 | $354,776 | $361,869 | $369,105 | $376,483 | $384,009 | $391,691 | $399,528 | $407,514 |
| 32       | FUTA @ 0.80% | | | | | | | | | | $44,000 |
| 33       | | | $44,880 | $45,778 | $46,693 | $47,626 | $48,578 | $49,550 | $50,541 | $51,552 | $52,582 |
| 34       | Medicare @ 1.45% | | | | | | | | | | $79,750 |
| 35       | | | $81,345 | $82,972 | $84,631 | $86,323 | $88,048 | $89,809 | $91,605 | $93,438 | $95,306 |
| 36       | Total Payroll Taxes | | | | | | | | | | $464,750 |
| 37       | | | $474,045 | $483,527 | $493,193 | $503,054 | $513,110 | $523,368 | $533,837 | $544,519 | $555,403 |
| 38       | Total Other Taxes | | | | | | | | | | $8,113,843 |
| 39       | | | $210,013,253 | $203,643,468 | $197,469,644 | $191,485,443 | $185,885,316 | $180,063,493 | $174,614,486 | $169,332,979 | $164,213,813 | $159,251,981 |

**Other Taxes:**

- **Cost of Service:**
  - Ad Valorem Taxes-Michigan
    - Gross Plant: $457,045,703
    - Taxable Costs: $457,045,703
    - Assessment Ratio: 50.00%
    - Taxable Value: 228,522,852
    - Average Rate: 4.71%
  - Ad Valorem Taxes-Ohio
    - Gross Plant: $3,408,824,088
    - Taxable Costs: $3,408,824,088
    - Assessment Ratio: 88.00%
    - Taxable Value: 2,999,765,197
    - Average Rate: 6.66%
  - Ad Valorem Taxes-Pennsylvania
    - Gross Plant: $50,027,932
    - Taxable Costs: $50,027,932
    - Assessment Ratio: 100.00%
    - Taxable Value: 50,027,932
    - Average Rate: 1.00%
  - Ad Valorem Taxes-West Virginia
    - Gross Plant: $299,997,552
    - Taxable Costs: $299,997,552
    - Assessment Ratio: 75.00%
    - Taxable Value: 224,998,164
    - Average Rate: 7.50%

- **Payroll Taxes:**
  - Labor: $5,500,000
  - FICA @ 6.200%: $341,000
  - FUTA @ 0.80%: $44,000
  - Medicare @ 1.45%: $79,750
  - Total Payroll Taxes: $464,750
  - Total Other Taxes: $8,113,843

- **Total Ad Valorem Taxes:** $4,215,895,275
- **Total Payroll Taxes:** $2,528,440
- **Total Other Taxes:** $8,113,843
ROVER PIPELINE LLC

Cost of Service
Working Capital

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<th>YEAR 3</th>
<th>YEAR 4</th>
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<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
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### ROVER PIPELINE LLC

**Cost of Service**

*Rate Base and Return*

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<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
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<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
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<td>(h)</td>
<td>(i)</td>
<td>(j)</td>
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<td>(526,321,560)</td>
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<td>$ 287,808,961</td>
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ROVER PIPELINE LLC

Cost of Service

Income Taxes

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<th>Year 3</th>
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<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
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<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
<td>(g)</td>
<td>(h)</td>
<td>(i)</td>
<td>(j)</td>
</tr>
<tr>
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<td>$375,352,082</td>
<td>$355,427,174</td>
<td>$336,859,686</td>
<td>$319,521,862</td>
<td>$303,301,912</td>
<td>$287,608,961</td>
<td>$271,916,010</td>
<td>$256,207,090</td>
<td>$240,514,139</td>
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<tr>
<td>5</td>
<td>Return after FIT Adjustments</td>
<td>267,553,664</td>
<td>250,863,533</td>
<td>238,085,966</td>
<td>226,160,114</td>
<td>215,011,453</td>
<td>204,570,778</td>
<td>194,284,477</td>
<td>183,824,509</td>
<td>173,344,573</td>
<td>162,887,929</td>
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<tr>
<td>6</td>
<td>Federal Income Taxes @ 35%</td>
<td>$144,967,358</td>
<td>$135,080,364</td>
<td>$128,200,136</td>
<td>$121,779,523</td>
<td>$115,775,398</td>
<td>$110,153,497</td>
<td>$104,614,718</td>
<td>$98,981,351</td>
<td>$93,339,386</td>
<td>$87,708,886</td>
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<tr>
<td></td>
<td>(Line 5 x 53.846154%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>State Income Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Composite State Tax @ 6.00%</td>
<td>$26,273,683</td>
<td>$24,634,717</td>
<td>$23,379,964</td>
<td>$22,208,849</td>
<td>$21,114,054</td>
<td>$20,088,783</td>
<td>$19,078,672</td>
<td>$18,051,310</td>
<td>$17,022,380</td>
<td>$15,995,541</td>
</tr>
<tr>
<td></td>
<td>(Line 7 x 6.383%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### ROVER PIPELINE LLC

#### Cost of Service

*Estimate of Deferred Income Tax Liability Balance*

<table>
<thead>
<tr>
<th>Description</th>
<th>Property basis $4,210,572,471</th>
<th>Book depreciation rate 2.50%</th>
<th>FDPS 2017</th>
<th>Tax depreciation MACRS 15 year, half year convention</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Depreciation</strong></td>
<td><strong>Book</strong></td>
<td><strong>Tax</strong></td>
<td><strong>Difference</strong></td>
<td><strong>DSIT - 282</strong> at 6.00%</td>
</tr>
<tr>
<td>Year 1</td>
<td>105,264,312</td>
<td>210,528,624</td>
<td>(105,264,312)</td>
<td>6,315,859</td>
</tr>
<tr>
<td>Year 2</td>
<td>105,264,312</td>
<td>400,004,385</td>
<td>(294,740,073)</td>
<td>17,684,404</td>
</tr>
<tr>
<td>Year 3</td>
<td>105,264,312</td>
<td>360,003,946</td>
<td>(254,739,634)</td>
<td>15,284,378</td>
</tr>
<tr>
<td>Year 4</td>
<td>105,264,312</td>
<td>324,214,080</td>
<td>(218,949,768)</td>
<td>13,136,986</td>
</tr>
<tr>
<td>Year 5</td>
<td>105,264,312</td>
<td>291,792,672</td>
<td>(186,528,360)</td>
<td>11,191,702</td>
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<tr>
<td>Year 6</td>
<td>105,264,312</td>
<td>262,318,665</td>
<td>(157,054,353)</td>
<td>9,423,261</td>
</tr>
<tr>
<td>Year 7</td>
<td>105,264,312</td>
<td>248,423,776</td>
<td>(143,159,464)</td>
<td>8,589,568</td>
</tr>
<tr>
<td>Year 8</td>
<td>105,264,312</td>
<td>248,423,776</td>
<td>(143,159,464)</td>
<td>8,589,568</td>
</tr>
<tr>
<td>Year 9</td>
<td>105,264,312</td>
<td>248,844,833</td>
<td>(143,580,521)</td>
<td>8,614,831</td>
</tr>
<tr>
<td>Year 10</td>
<td>105,264,312</td>
<td>248,423,776</td>
<td>(143,159,464)</td>
<td>8,589,568</td>
</tr>
</tbody>
</table>

Total: $107,420,125 $589,020,353 $696,440,478

---

**Note:**
- Property basis: $4,210,572,471
- Book depreciation rate: 2.50%
- FDPS: 2017
- Tax depreciation: MACRS 15 year, half year convention
Rover Pipeline LLC

Docket No. CP15-____-000

Calculation of Depreciation Expense for the
First Three Years in Service, and
Accumulated Depreciation Balances
Rover Pipeline LLC

Depreciation and Depletion

Rover Pipeline LLC ("Rover") proposes to utilize a depreciation rate of 2.50 percent (2.50%) per year applicable to the proposed facilities. This rate represents a depreciable life of forty (40) years. The proposed rate takes into account the supply source that will be available to Rover from the developing Marcellus and Utica shale production regions in Pennsylvania, West Virginia and Ohio. The rate is further consistent with the depreciation rates recently approved by the Commission for new transportation projects involving traditional gas supply sources. (See Trunkline LNG Company, LLC, Docket No. CP06-102, Rockies Express Pipeline LLC, Docket No. CP06-354, and Midcontinent Express Pipeline LLC, Docket No. CP08-6.

Rover is assuming the project risk given that the underlying precedent agreements supporting the project have a primary term of less than 40 years.
Rover Pipeline LLC

Summary of Annual Depreciation Expense and Accumulated Depreciation
Summary of First Three Years of Annual Depreciation and Capital Balances
($000)

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Year</th>
<th>Depreciation Rate</th>
<th>Capital Beginning Balance</th>
<th>Annual Depreciation Expense</th>
<th>Capital Ending Balance</th>
<th>Accumulated Depreciation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One</td>
<td>2.50%</td>
<td>$ 4,210,572,471</td>
<td>$ 105,264,312</td>
<td>$ 4,105,308,159</td>
<td>$ 105,264,312</td>
</tr>
<tr>
<td>2</td>
<td>Two</td>
<td>2.50%</td>
<td>4,105,308,159</td>
<td>105,264,312</td>
<td>4,000,043,847</td>
<td>210,528,624</td>
</tr>
<tr>
<td>3</td>
<td>Three</td>
<td>2.50%</td>
<td>4,000,043,847</td>
<td>105,264,312</td>
<td>3,894,779,536</td>
<td>315,792,935</td>
</tr>
</tbody>
</table>
Rover Pipeline LLC

Explanatory Note

This Exhibit P contains the following 2 parts: (i) Rover Pipeline LLC (“Rover”) derivation of its cost of service and recourse rates based on 3,250,000,000 Dt/Day of mainline capacity; and (ii) Rover’s pro forma FERC NGA Gas Tariff (“Tariff”).

During its open season for the Project, Rover offered prospective shippers the option of receiving service at either recourse rates or negotiated rates. The firm shippers that, to date, have entered into Precedent Agreements with Rover have all elected to receive service at negotiated rates. The negotiated rates upon which Rover and each of these firm shippers have agreed are lower than the corresponding recourse rates being proposed in this filing.

The Tariff filed herein has been shared with the majority of Rover’s firm shippers and Rover believes that these shippers are in agreement with the proposed Tariff.

Cost of Service and Rate Design

The derivation of the recourse rates for the fully operational system is based on a total cost of service of approximately $1.031 billion. Page 2 of 10 shows the derivation of the recourse rates. Pages 3 through 9 detail the derivation of the proposed cost of service. Page 10 details the calculation of the fuel reimbursement percentages. In developing the cost of service, Rover has utilized a capital structure of 50% debt and 50% equity. The rate of return on equity of 13.00% is based in part on the specific risks facing Rover as a new pipeline project and is consistent with equity returns recently approved by the Commission for new pipelines, as discussed in the application. The rate of return on debt of 6.50% reflects the relevant capital borrowing environment. The total return allowance of 9.75% is applied to a first year average rate base to derive the return component of the cost of service. See Exhibit L for further detail on Rover’s financing arrangements. Rover has used a 2.50% depreciation rate, for the reasons set forth in Exhibit O.

The cost of service for Rover is functionalized as transmission costs and is classified between reservation and usage costs using the straight fixed-variable rate design methodology. The usage component of the rates consists of estimated variable costs of materials such as lubricants, mechanical parts and operational fluid that will be used at the compressor stations. The recourse rates are derived based on the design capacity of the proposed pipeline. Rover is also applying a credit of $2,000,000 to the total cost of service amount for interruptible services, because it has the same effect as allocating costs to interruptible services in the design of initial rates. The authorized overrun rate for firm service and the interruptible transportation rate are designed on a 100% load factor basis of the Rate Schedule FTS reservation and usage rates. Rover also intends to offer a gas parking service (Rate Schedule GPS) as system operations allow. A rate for this service was derived from the Rate Schedule ITS rates.
**Fuel Gas, and Lost and Unaccounted for Gas**

Pursuant to Section 21 of the General Terms and Conditions of its *Pro Forma* FERC NGA Gas Tariff ("GT&C"), Rover will have in place a tracking and true-up mechanism to recover fuel gas, and lost and unaccounted for gas ("LUAF"). This tracking mechanism includes a deferred account with a semi-annual recalculation of the applicable percentages for each category (fuel gas, and LUAF) so that over time Rover will collect the actual amounts incurred for these items. LUAF will be assessed under the Tariff on a system-wide basis. Separate fuel charges are applicable to (i) quantities transported in the Supply Area, upstream of a point on Rover’s system located at the Mainline Compressor Station No. 1, in Carroll County, Ohio, and (ii) quantities transported through the Mainline Area, from the Mainline Compressor Station No. 1, to the Midwest Hub, near Defiance, Ohio. In addition, quantities transported from the Midwest Hub, north in the Market Area, as well as those quantities transported from the Midwest Hub, south through the interconnect with Panhandle Eastern Pipe Line Company, LP ("Panhandle"), will pay a separate fuel charge, including any third-party fuel associated with Account No. 858, Transmission & Compression By Others.

Rover is proposing initial fuel gas percentages, exclusive of LUAF, of 0.22% applicable to Supply Area quantities received upstream of the Mainline Compressor Station No. 1, and 0.49% applicable to Mainline Area quantities received upstream of the Midwest Hub. The initial fuel gas percentages, exclusive of LUAF, for quantities transported north from the Midwest Hub will be 0.26%, while the initial fuel gas percentages, exclusive of LUAF, for quantities transported south to Panhandle and Trunkline Gas Company, LLC ("Trunkline") from the Midwest Hub will be at Panhandle’s and Trunkline’s then currently effective fuel reimbursement percentages.

The initial Rover system LUAF charge is 0.20%. LUAF is stated on a system-wide basis with each dekatherm transported being assessed this charge. The percentages will be in place until such time, pursuant to Section 21 of the GT&C, Rover will file revised percentages. The percentages will be adjusted in the future pursuant to the semi-annual adjustments of Rover’s fuel and LAUF tracking mechanism.
Rover Pipeline LLC

Exhibit P – Part I

Derivation of Recourse Rates
Rover Pipeline LLC

Summary of Transportation Rates

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Supply Area</th>
<th>Mainline Area</th>
<th>Market Area - North</th>
<th>Market Area - South</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Firm Transportation Rates ($/Dth)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Reservation Charge</td>
<td>$ 7.1589</td>
<td>$ 12.5751</td>
<td>$ 10.9215</td>
<td>$ 9.1459</td>
</tr>
<tr>
<td>2</td>
<td>Maximum Usage Charge</td>
<td>0.0008</td>
<td>0.0014</td>
<td>0.0019</td>
<td>0.0184</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Usage Charge</td>
<td>0.0008</td>
<td>0.0014</td>
<td>0.0019</td>
<td>0.0184</td>
</tr>
<tr>
<td></td>
<td>Interruptible Transportation (ITS) Rates ($/Dth)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Maximum Usage Charge</td>
<td>0.2362</td>
<td>0.4148</td>
<td>0.3610</td>
<td>0.3191</td>
</tr>
<tr>
<td>5</td>
<td>Minimum Usage Charge</td>
<td>0.0008</td>
<td>0.0014</td>
<td>0.0019</td>
<td>0.0184</td>
</tr>
<tr>
<td></td>
<td>Authorized Overrun Rates ($/Dth) for Rate Schedule FTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Maximum Overrun Charge</td>
<td>0.2354</td>
<td>0.4134</td>
<td>0.3591</td>
<td>0.3007</td>
</tr>
<tr>
<td>7</td>
<td>Minimum Overrun Charge</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Park and Loan Service Rates ($/Dth) /1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Maximum Usage Charge</td>
<td>0.2362</td>
<td>0.4148</td>
<td>0.3610</td>
<td>0.3191</td>
</tr>
<tr>
<td>9</td>
<td>Minimum Usage Charge</td>
<td>0.0008</td>
<td>0.0014</td>
<td>0.0019</td>
<td>0.0184</td>
</tr>
</tbody>
</table>

Notes:
1/ Rates for Rate Schedule GPS are derived from the Rate Schedule ITS. The GPS rate is the equivalent of the Rate Schedule ITS 100% Load Factor rate. GPS shippers are charged a usage charge multiplied by the total quantity of gas either parked or borrowed each day during the month.
### Rover Pipeline LLC

**Summary of Rate Design and Rate Derivation**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
<th>Supply Zone (c)</th>
<th>Mainline Zone (d)</th>
<th>Market-North Zone (e)</th>
<th>Market-South Zone (f)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Rate Design and Rate Derivation</strong></td>
<td>$1,030,928,152</td>
<td>$280,184,330</td>
<td>$492,117,964</td>
<td>$171,276,118</td>
<td>$87,349,740</td>
</tr>
<tr>
<td>1</td>
<td>Reservation Cost of Service</td>
<td>$279,195,785</td>
<td>$490,430,214</td>
<td>$170,375,913</td>
<td>$82,312,740</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Usage Cost of Service</td>
<td>$988,545</td>
<td>$1,687,750</td>
<td>$900,205</td>
<td>$5,037,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Annual Reservation Volumes</td>
<td>39,000,000 1/</td>
<td>39,000,000 1/</td>
<td>15,600,000 4/</td>
<td>9,000,000 6/</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual Usage Volumes</td>
<td>1,186,250,000 2/</td>
<td>1,186,250,000 2/</td>
<td>474,500,000 5/</td>
<td>273,750,000 7/</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Firm Transportation Service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reservation Rate ($/Dth)</td>
<td>$7.1589</td>
<td>$12.5751</td>
<td>$10.9215</td>
<td>$9.1459</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Usage Rate ($/Dth)</td>
<td>$0.0008</td>
<td>$0.0014</td>
<td>$0.0019</td>
<td>$0.0184</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Authorized Overrun ($/Dth)</td>
<td>$0.2354 3/</td>
<td>$0.4134 3/</td>
<td>$0.3591 3/</td>
<td>$0.3007 3/</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Interruptible Transportation Service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Usage Rate ($/Dth)</td>
<td>$0.2362</td>
<td>$0.4148</td>
<td>$0.3610</td>
<td>$0.3191</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- 1/ 3,250,000 Dth/day x 12 months.
- 2/ 3,250,000 Dth/day x 365 days.
- 3/ Reservation Rate x 12 Months / 365 Days.
- 4/ 1,300,000 Dth/day x 12 months.
- 5/ 1,300,000 Dth/day x 365 days.
- 6/ 750,000 Dth/day x 12 months.
- 7/ 750,000 Dth/day x 365 days.
### Pro Forma Cost of Service

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Reference</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Operation &amp; Maintenance Expense</td>
<td>Page 4</td>
<td>$150,515,440</td>
</tr>
<tr>
<td>2</td>
<td>Depreciation Expense</td>
<td>Page 5</td>
<td>105,264,312</td>
</tr>
<tr>
<td>3</td>
<td>Other Taxes</td>
<td>Page 6</td>
<td>210,013,252</td>
</tr>
<tr>
<td>4</td>
<td>Return on Rate Base</td>
<td>Page 7</td>
<td>396,794,107</td>
</tr>
<tr>
<td>5</td>
<td>State Income Taxes</td>
<td>Page 9</td>
<td>26,273,683</td>
</tr>
<tr>
<td>6</td>
<td>Federal Income Taxes</td>
<td>Page 9</td>
<td>144,067,358</td>
</tr>
<tr>
<td>7</td>
<td>Revenue Credits 1/</td>
<td></td>
<td>(2,000,000)</td>
</tr>
<tr>
<td>8</td>
<td>Total Cost of Service</td>
<td></td>
<td>$1,030,928,152</td>
</tr>
</tbody>
</table>

**Note:**

1/ Represents revenues associated with Rate Schedule ITS transportation service, Rate Schedule FTS overrun service and Rate Schedule GPS service.
Rover Pipeline LLC

Pro Forma Operation and Maintenance Expenses

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Operations &amp; Maintenance Labor</td>
<td>$5,500,000</td>
</tr>
<tr>
<td>2</td>
<td>Operations &amp; Maintenance Supplies &amp; Other</td>
<td>142,015,440</td>
</tr>
<tr>
<td>3</td>
<td>Administrative and General</td>
<td>2,000,000</td>
</tr>
<tr>
<td>4</td>
<td>Property and Casualty Insurance</td>
<td>1,000,000</td>
</tr>
<tr>
<td>5</td>
<td>Total Operation and Maintenance Expenses</td>
<td>$150,515,440</td>
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</tbody>
</table>
Rover Pipeline LLC

Pro Forma Calculation of Depreciation Expense

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td>(b)</td>
</tr>
<tr>
<td>1</td>
<td>Depreciable Plant 1/</td>
<td>4,210,572,471</td>
</tr>
<tr>
<td>2</td>
<td>Depreciation Rate</td>
<td>2.50%</td>
</tr>
<tr>
<td>3</td>
<td>Depreciation Expense</td>
<td>105,264,312</td>
</tr>
</tbody>
</table>

**Depreciation:**

**Accumulated Depreciation:**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Beginning Balance</td>
<td>$ -</td>
</tr>
<tr>
<td>5</td>
<td>Ending Balance</td>
<td>$ 105,264,312</td>
</tr>
</tbody>
</table>

Note: 1/ Depreciable Plant does not reflect non-depreciable land cost in the amount of $5,322,804.
Rover Pipeline LLC

Pro Forma Other Taxes

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ad Valorem Taxes</td>
<td>$209,548,502</td>
</tr>
<tr>
<td>2</td>
<td>Social Security &amp; Unemployment Taxes</td>
<td>$464,750</td>
</tr>
<tr>
<td>3</td>
<td>Total Other Taxes</td>
<td>$210,013,252</td>
</tr>
</tbody>
</table>
Rover Pipeline LLC

Pro Forma Rate Base and Return Allowance Calculation

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>1</td>
<td>Gross Plant</td>
<td>$ 4,215,895,275</td>
</tr>
<tr>
<td>2</td>
<td>Accumulated Depreciation</td>
<td>$ 105,264,312</td>
</tr>
<tr>
<td>3</td>
<td>Net Plant in Service</td>
<td>$ 4,110,630,963</td>
</tr>
<tr>
<td>4</td>
<td>Deferred Taxes</td>
<td>$ 40,947,817</td>
</tr>
<tr>
<td>5</td>
<td>Total Rate Base</td>
<td>$ 4,069,683,146</td>
</tr>
<tr>
<td>6</td>
<td>Return on Rate Base (Return Allowance)</td>
<td>$ 396,794,107</td>
</tr>
</tbody>
</table>

**Capital Structure and Rate of Return**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Capitalization - Debt Percentage</td>
<td>50.00%</td>
</tr>
<tr>
<td>8</td>
<td>Capitalization - Equity Percentage</td>
<td>50.00%</td>
</tr>
<tr>
<td>9</td>
<td>Cost of Debt</td>
<td>6.50%</td>
</tr>
<tr>
<td>10</td>
<td>Cost of Equity</td>
<td>13.00%</td>
</tr>
<tr>
<td>11</td>
<td>Return - Debt</td>
<td>3.250%</td>
</tr>
<tr>
<td>12</td>
<td>Return - Equity</td>
<td>6.500%</td>
</tr>
<tr>
<td>13</td>
<td>Return - Total</td>
<td>9.750%</td>
</tr>
</tbody>
</table>
### Rover Pipeline LLC

**Pro Forma Deferred Income Taxes**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tax Depreciation</td>
<td>$210,528,624</td>
</tr>
<tr>
<td>2</td>
<td>Less: Book Depreciation</td>
<td>105,264,312</td>
</tr>
<tr>
<td>3</td>
<td>Tax/Book Depreciation Difference</td>
<td>105,264,312</td>
</tr>
<tr>
<td>4</td>
<td>Tax Rate</td>
<td>38.90%</td>
</tr>
<tr>
<td>5</td>
<td>Deferred Taxes</td>
<td>$40,947,817</td>
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</table>

**Notes:**

1/ Based on a 5% MACRS tax depreciation rate.

2/ Federal Income Tax Rate of 35% and Composite State Income Tax Rate of 6.00%

Effective Income Tax Rate = 35% x (100% - 6.00%) + 6.00%
Rover Pipeline LLC

Pro Forma Income Tax Allowance

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>1</td>
<td>Return on Rate Base</td>
<td>$396,794,107</td>
</tr>
<tr>
<td>2</td>
<td>Add: Equity AFUDC Amortization</td>
<td>$7,776,153</td>
</tr>
<tr>
<td>3</td>
<td>Less: Interest Expense</td>
<td>137,016,596</td>
</tr>
<tr>
<td>4</td>
<td>Tax Base - Federal</td>
<td>267,553,663.56</td>
</tr>
<tr>
<td>5</td>
<td>Federal Income Taxes @ 35%</td>
<td>144,067,358 1/</td>
</tr>
<tr>
<td>6</td>
<td>Tax Base - State</td>
<td>411,621,022</td>
</tr>
<tr>
<td>7</td>
<td>State Income Taxes</td>
<td>26,273,683 2/</td>
</tr>
<tr>
<td>8</td>
<td>Total Income Taxes</td>
<td>$170,341,041</td>
</tr>
</tbody>
</table>

Notes:

1/ Line 4 x 35% / (100% - 35%).

2/ Line 6 x 6.00% / (100% - 6.00%).
   Calculation based on a Composite State Income Tax Rate.
### Computation of Projected Compressor Fuel Use Component

Pursuant to Section 21 of the General Terms and Conditions of Rover’s *Pro Forma* FERC NGA Gas Tariff, Original Volume No. 1

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Estimated Fuel - MMscf/d</th>
<th>Estimated Flow - MMscf/d</th>
<th>Fuel Use Component Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td><strong>Supply Area</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Sherwood</td>
<td>1.96</td>
<td>800.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Seneca</td>
<td>2.19</td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Clarington</td>
<td>1.36</td>
<td>800.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Majorsville</td>
<td>1.17</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cadiz</td>
<td>2.39</td>
<td>1,250.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Burgettstown</td>
<td>0.92</td>
<td>400.00</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total Supply Area</td>
<td>9.99</td>
<td>4,550.00</td>
<td>0.22%</td>
</tr>
<tr>
<td><strong>Mainline</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Mainline Compressor Station No. 1</td>
<td>5.73</td>
<td>3,250.00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Mainline Compressor Station No. 2</td>
<td>5.39</td>
<td>3,250.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Mainline Compressor Station No. 3</td>
<td>4.90</td>
<td>3,250.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Total Mainline</td>
<td>16.02</td>
<td>3,250.00</td>
<td>0.49%</td>
</tr>
<tr>
<td><strong>Market - North</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Defiance Compressor Station</td>
<td>3.43</td>
<td>1,300.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Total Market - North</td>
<td>3.43</td>
<td>1,300.00</td>
<td>0.26%</td>
</tr>
<tr>
<td>14</td>
<td>Estimated LUAF Component</td>
<td></td>
<td></td>
<td>0.20%</td>
</tr>
</tbody>
</table>

Note: Fuel consumption data obtained from CAT technical data sheets using 0.5 Nox engines at site rated conditions.
Rover Pipeline LLC

Exhibit P – Part II

Proposed FERC NGA Gas Tariff
FERC NGA GAS TARIFF

ORIGINAL VOLUME NO. 1

of

ROVER 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
Telephone: (713) 989-7610
Facsimile: (713) 989-1205
michael.langston@energytransfer.com

ROVER PIPELINE LLC
P. O. Box 4967
Houston, Texas 77210-4967

1300 Main Street
Houston, Texas 77002
### PART I

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3. Mainline Zone Map  
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5. Market Zone South Map  

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2. Rate Schedule ITS Currently Effective Rates  
3. Rate Schedule GPS Currently Effective Rates  
4. Negotiated Rates Currently Effective Rates  

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- GT&C Section 2. Requests for Service  
- GT&C Section 3. Nomination and Scheduling of Services  
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- GT&C Section 5. Transportation Balancing  
- GT&C Section 6. Operational Flow Orders  
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- GT&C Section 9. Capacity Release  
- GT&C Section 10. Contracting for Unsubscribed Capacity  
- GT&C Section 11. Contract Extension and Reduction  
- GT&C Section 12. Unauthorized Gas  
- GT&C Section 13. Quality  
- GT&C Section 14. Measurement  
- GT&C Section 15. Electronic Communication System  
- GT&C Section 16. Statements and Payments  
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GT&C Section 21. Fuel Reimbursement Adjustment
GT&C Section 22. Flow Through of Cash Out Revenues and Penalties
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GT&C Section 24. Creditworthiness
GT&C Section 25. Reservation Charge Credit
GT&C Section 26. Pooling
GT&C Section 27. Off-System Capacity
GT&C Section 28. Non-Conforming Agreements

**Part VII** Forms of Service Agreement

1. Rate Schedule FTS Form of Service Agreement
2. Rate Schedule ITS Form of Service Agreement
3. Rate Schedule GPS Form of Service Agreement
4. Capacity Release Form of Service Agreement
PRELIMINARY STATEMENT

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

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

1. System Map
2. Supply Zone Map
3. Mainline Zone Map
4. Market Zone North Map
5. Market Zone South Map
Supply Zone Map
Mainline Zone Map
Market Zone North Map
Rover Pipeline LLC
FERC NGA Gas Tariff
Original Volume No. 1

Part III Tariff Map
5. Market Zone South Map
Pro Forma Version 2000.0.0

Filed: February 20, 2015
Effective:
Part IV
Currently Effective Rates

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

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

<table>
<thead>
<tr>
<th></th>
<th>Maximum Rate</th>
<th>Minimum Rate</th>
<th>Fuel Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Dt</td>
<td>Per Dt</td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td><strong>Supply Zone only</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reservation Rate</td>
<td>$7.1589</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Usage Rate (1)</td>
<td>0.0008</td>
<td>$0.0008</td>
<td>0.42% (3)</td>
</tr>
<tr>
<td>Overrun Rate (2)</td>
<td>0.2354</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Supply Zone to Mainline Zone</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reservation Rate</td>
<td>$19.7340</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Usage Rate (1)</td>
<td>0.0022</td>
<td>$0.0022</td>
<td>0.91% (3)</td>
</tr>
<tr>
<td>Overrun Rate (2)</td>
<td>0.6488</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Supply Zone to Market Zone North</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reservation Rate</td>
<td>$30.6555</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Usage Rate (1)</td>
<td>0.0041</td>
<td>$0.0041</td>
<td>1.17% (3)</td>
</tr>
<tr>
<td>Overrun Rate (2)</td>
<td>1.0079</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Supply Zone to Market Zone South</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reservation Rate</td>
<td>$28.8799</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Usage Rate (1)</td>
<td>0.0206</td>
<td>$0.0206</td>
<td>0.91% (3)</td>
</tr>
<tr>
<td>Overrun Rate (2)</td>
<td>0.9495</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

(1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20
(2) Maximum firm volumetric rate applicable for capacity release with a term of more than one year
(3) Excludes fuel charges by Transporting Pipelines, if any, that are applicable to Shipper in accordance with Section 3.5 of Rate Schedule FTS. Fuel reimbursement for backhauls is 0.20%.
CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE

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

<table>
<thead>
<tr>
<th></th>
<th>Maximum Rate</th>
<th>Minimum Rate</th>
<th>Fuel Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Dt</td>
<td>Per Dt</td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>Supply Zone only Usage Rate (1)</td>
<td>$ 0.2362</td>
<td>$ 0.0008</td>
<td>0.42% (2)</td>
</tr>
<tr>
<td>Supply Zone to Mainline Zone Usage Rate (1)</td>
<td>$ 0.6510</td>
<td>$ 0.0022</td>
<td>0.91% (2)</td>
</tr>
<tr>
<td>Supply Zone to Market Zone North Usage Rate (1)</td>
<td>$ 1.0120</td>
<td>$ 0.0041</td>
<td>1.17% (2)</td>
</tr>
<tr>
<td>Supply Zone to Market Zone South Usage Rate (1)</td>
<td>$ 0.9701</td>
<td>$ 0.0206</td>
<td>0.91% (2)</td>
</tr>
</tbody>
</table>

(1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20  
(2) Excludes fuel charges by Transporting Pipelines, if any, that are applicable to Shipper in accordance with Section 3.4 of Rate Schedule ITS. Fuel reimbursement for backhauls is 0.20%
CURRENTLY EFFECTIVE RATES
RATE SCHEDULE GPS
GAS PARKING SERVICE

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

<table>
<thead>
<tr>
<th>Maximum</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate Per Dt</td>
<td>Rate Per Dt</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
</tr>
<tr>
<td>Daily Parking Rate</td>
<td>$ 0.6510</td>
</tr>
<tr>
<td></td>
<td>$ 0.0022</td>
</tr>
<tr>
<td>Shipper</td>
<td>Rate Schedule</td>
</tr>
<tr>
<td>---------</td>
<td>---------------</td>
</tr>
</tbody>
</table>
Part V
Rate Schedules

FIRM SERVICES
1. Rate Schedule FTS Firm Transportation Service

INTERRUPTIBLE SERVICES
2. Rate Schedule ITS Interruptible Transportation Service
3. Rate Schedule GPS Gas Parking Service
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

2.1 Points of Receipt

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

2.2 Points of Delivery

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

Secondary Points of Delivery on off-system capacity are not available unless otherwise agreed to by Shipper and Rover.

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

2.4 Tolerance Level

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

3. RATE

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

3.1 Reservation Charge

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

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

3.2 Usage Charge

(A) The monthly Usage Charge shall be the product of the actual Quantity of Gas delivered during the Month and the applicable usage rate per Dt as set forth on the Currently Effective Rates for Rate Schedule FTS for service related to the primary Points of Receipt and the primary Points of Delivery set forth in Shipper’s currently effective applicable FTS Service Agreement.
(B) Deliveries by a Shipper to a Pool Point shall not be assessed the Usage Charge and Fuel Reimbursement to the extent that the Corresponding Transportation Agreement under which the gas will be transported from the Pooling Point is assessed the applicable Usage Charge and Fuel Reimbursement.

3.3 Surcharges

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

3.4 Range of Rates

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

3.5 Fuel Reimbursement

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

3.6 Overrun Charge

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

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

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

3.8 Negotiated Rates

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

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

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

4. GENERAL TERMS AND CONDITIONS

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

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

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

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

2. **APPLICABILITY AND CHARACTER OF SERVICE**

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

   2.1 Points of Receipt

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

   2.2 Points of Delivery

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

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

   2.4 Tolerance Level

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

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

3.1 Usage Charge

(A) The monthly Usage Charge shall be the product of the actual Quantity of Gas delivered during the Month and the applicable usage rate per Dt as set forth on the Currently Effective Rates for Rate Schedule ITS for service related to the applicable Points of Receipt and the applicable Points of Delivery.

(B) Deliveries by a Shipper to a Pool Point shall not be assessed the Usage Charge and Fuel Reimbursement to the extent that the Corresponding Transportation Agreement under which the gas will be transported from the Pooling Point is assessed the applicable Usage Charge and Fuel Reimbursement.

3.2 Surcharges

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

3.3 Range of Rates

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

3.4 Fuel Reimbursement

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

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

4. GENERAL TERMS AND CONDITIONS

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

5. RESERVATIONS

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

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

2.1 Shipper may utilize any point on the Master Parking Point List, subject to Shipper’s election in Section 2.3 below.

2.2 Shipper may nominate delivery of Gas to a specific Parking Point or receipt of Gas from a specific Parking Point, subject to the nomination and confirmation procedures in Section 3 of the General Terms and Conditions. Gas that is delivered to a specific Parking Point for parking must be redelivered from the same Parking Point. A negative Parked Quantity received at a specific Parking Point must be redelivered to the same Parking Point. Parking Points shall be maintained separately and may not be combined for nomination or billing purposes. Gas may be parked for a minimum of one day and a maximum of thirty-one (31) days and such period may be extended by Rover as permitted by system operating conditions.

2.3 A Pooling Shipper may elect to have Rover utilize the Pooling Shipper’s Gas Parking account to balance nominated receipts and deliveries under Shipper’s associated Pooling Transportation Agreement at a Pool Point on a daily basis. Such election requires a separate Rate Schedule GPS Service Agreement. The Pooling Shipper shall make such election and specify the Pooling Transportation Agreement and Pool Point at the time the Parking Service Agreement is executed.
2.4 Negative Parked Quantity shall mean the Quantity of Gas that Shipper has received from parking in excess of the sum of the Parked Quantity at any point in time. Nominations to receive such excess Quantity of Gas shall be confirmed at Rover's sole discretion.

2.5 Shipper may be required, upon notification from Rover, to cease or reduce deliveries to or receipts from its Parking service within the Gas Day or to receive from Parking all, or any part, of its Parked Quantity under this Rate Schedule GPS as rapidly as is consistent with Rover's operating capabilities. Any Parked Quantity not removed in accordance with Rover's notice within five (5) days of Rover giving Shipper such notice shall become the property of Rover at no cost to Rover, free and clear of any adverse claims; provided, however, that Rover shall extend the time available for Shipper to remove its Parked Quantity by one day for every day that Shipper has been unable to remove gas due to operational conditions on Rover's system.

2.6 Shipper may be required, upon notification from Rover to deliver all, or any part, of its Negative Parked Quantity as rapidly as is consistent with Rover's operating capabilities. Any Quantity of Gas not delivered into Parking in accordance with Rover's notice within three (3) days of Rover giving Shipper such notice shall be subject to an OFO and the OFO penalty in accordance with Section 6 of Rover's General Terms and Conditions.

2.7 In the event that Shipper has a Negative Parked Quantity at the end of any month, in addition to all other applicable rates, charges and fees, such Shipper shall purchase from Rover such Quantity of Gas at 120% of the Spot Index Price as defined in Section 5.2(F) of Rover's General Terms and Conditions, unless otherwise mutually agreed.

2.8 Rover shall not be required to receive or deliver Quantities of Gas on any day for which there is insufficient available capacity under Shipper's Transportation Service Agreements to deliver Gas or to receive Gas from the Parking Point.

3. RATES

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

3.1 Daily Parking Charge

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

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

4. GENERAL TERMS AND CONDITIONS

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

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

5. RESERVATIONS

Rover reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule GPS and the other provisions of Rover's Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.
Rover Pipeline LLC
FERC NGA Gas Tariff
Original Volume No. 1

Part VI  General Terms and Conditions

GT&C Section 1. Definitions
GT&C Section 2. Requests for Service
GT&C Section 3. Nomination and Scheduling of Services
GT&C Section 4. Curtailment and Interruption
GT&C Section 5. Transportation Balancing
GT&C Section 6. Operational Flow Orders
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GT&C Section 27. Off-System Capacity
GT&C Section 28. Non-Conforming Agreements
GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

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

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

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

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

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

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

“Customer Activities Website” shall mean Rover’s password protected application, Messenger, which is located on Rover’s informational postings Website, http://rovermessenger.energytransfer.com.

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

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

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

"Fuel Reimbursement" shall mean the reimbursement in kind to Rover by Shipper for fuel usage and lost or unaccounted for Gas.
"Gas" or "Natural Gas" shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

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

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

"Mainline Zone" shall mean the area that originates at the Leesville Plant and continues westward to the Defiance, Ohio delivery point.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Pool Point” shall mean a point on Rover’s system located near the Leesville Plant in the Supply Zone which has been identified as a Point of Receipt in a Corresponding Transportation Agreement, subject to Section 26 herein. A Pool Point may not be located at a point where Gas physically enters or leaves Rover’s system.

“Pooling Shipper” shall mean a Shipper under a Pooling Transportation Agreement.

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

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

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

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

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

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

“Rover” shall mean Rover Pipeline LLC

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

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

“Supply Zone” shall mean the area that originates in Doddridge County, West Virginia and continues northward to the Leesville Plant located in Carroll County, Ohio and ends where the Mainline Zone commences.

“Tariff” shall mean Rover’s currently effective FERC NGA Gas Tariff.
"Transportation" shall mean forward haul, backhaul, exchange or any other method of transport of Gas as defined in the FERC's Regulations.

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

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

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

“Website” shall mean the Uniform Resource Locater (URL) containing Rover’s informational postings on the Internet at http://rovermessenger.energytransfer.com.

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

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

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

2.2 Information Required

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

2.3 Credit Information

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

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

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

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

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

2.6 To be considered valid, a request for firm service, other than capacity release pursuant to Section 9, must be accompanied by payment of the lesser of (1) the applicable Reservation Charge for one Month or (2) $10,000. Such payment must be made by Shipper to Rover.
This payment plus the interest accrued from the date payment is received until the date service commences shall be used to offset Shipper's monthly bill. If Shipper's request expires, is withdrawn, or Rover declines to tender a Service Agreement, Rover shall refund Shipper's payment plus the accrued interest from the date payment is received until the refund is sent to Shipper. For purposes of this section, accrued interest shall be computed in a manner consistent with Section 154.501(d) of the Commission's Regulations.

2.7 In the event that any information provided by Shipper in this Section 2 changes or is expected to change, Shipper shall provide prompt written notice of such changes to Rover.

2.8 Shipper may submit a request to change primary Points of Receipt or primary Points of Delivery or to modify the MDRO or MDDO at any primary Point of Receipt or Delivery upon prior notice by written notice unless otherwise precluded from doing so in accordance with the terms and conditions of a capacity release. Such change or modification shall not reduce the economic value of the Service Agreement without Rover's written consent in accordance with Section 10.6 herein.

2.9 In the event that a Shipper or potential Shipper may have any complaints, Shipper or potential Shipper shall:

(A) Provide Rover a written description of the complaint, including the identification of Shipper's contract number or request for service, whichever is applicable, by contacting Rover at the following:

Rover Pipeline LLC
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967

(B) Rover shall respond initially within forty-eight (48) hours and in writing within thirty (30) days advising Shipper or potential Shipper of the disposition of the complaint.
GENERAL TERMS AND CONDITIONS

3. NOMINATION AND SCHEDULING OF SERVICES

3.1 Nomination Procedures

(A) Shipper shall submit to Rover nominations showing the Quantity of Gas to be received and delivered by Rover, by individual Point of Receipt and individual Point of Delivery, as required below:

(1) Such nomination shall reflect Shipper's contract number, the Quantity of Gas to be received, including Fuel Reimbursement Quantity, and the Quantity of Gas to be delivered for each Point of Receipt and each Point of Delivery. Additionally, Shipper shall identify the last seller of the Gas to be received at each Point of Receipt. Disclosure of the identities of downstream parties at Points of Delivery shall be required. Shipper shall establish the point to point relationship between the Quantity of Gas to be received at the Points of Receipt and the Quantity of Gas to be delivered at the Points of Delivery.

(2) In addition to, or in lieu of, nominating from a specific Point of Receipt, upon Shipper's agreement with a Pooling Shipper, Shipper may submit a nomination from the Pool Point to specific Points of Delivery. Upon receipt of such nomination and after Rover's confirmation with the Pooling Shipper, the Pooling Shipper shall nominate an equivalent Quantity on behalf of such Shippers from specific Points of Receipt contained in such Shippers' Transportation Service Agreements into the relevant Pool Point.

(3) For Shippers with Service Agreements under Rate Schedules FTS and ITS, the sum of the Quantities nominated at Points of Receipt, less applicable Fuel Reimbursement Quantities, shall equal the sum of the Quantities of Gas nominated at Points of Delivery during the Month. In addition, the Quantity of Gas nominated at each primary Point of Receipt shall not exceed the MDRO, plus applicable Fuel Reimbursement Quantity, and the Quantity of Gas nominated at each primary Point of Delivery shall not exceed the MDDO.

(4) In the event a firm Shipper nominates Quantities for Transportation at Shipper's secondary Points of Receipt or Points of Delivery, Shipper shall retain its original priority at Shipper's primary Points of Receipt or Points of Delivery.
Next Day Service

Shipper shall have the right to submit a new nomination for any Gas Day by submitting notice by 11:30 a.m. Central Time the preceding Gas Day or such later time acceptable to Rover. Such new or revised nomination shall conform to the requirements of Section 3.1(A) herein, except that the nomination may reflect any agreed upon imbalance make up Quantities. Overrun Quantities may be requested either in Shipper’s regular nomination or in a separate nomination.

The nomination timeline in Central Time on the day prior to Gas flow shall be the following:

The Timely Nomination Cycle

11:30 a.m. Nomination leaves control of the Shipper
11:45 a.m. Receipt of nomination by Rover (including from title transfer tracking service providers)
12:00 p.m. Rover provides quick response for validity of data elements
3:30 p.m. Completed confirmations from upstream and downstream connected parties
4:30 p.m. Scheduled Quantities made available by Rover for receipt by Shipper and point operator

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

Shipper shall specify a begin date and an end date for each nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Gas Day Shipper must submit a new nomination for such day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Should Shipper fail to provide this nomination on or before the nomination deadline, Rover may deem Shipper's nomination to be zero. Rover shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Rover shall not be liable to Shipper or any
other person as a direct or indirect consequence of such refusal and Shipper shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of such refusal, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover’s negligence, bad faith or willful misconduct.

(C) Intra-day Nominations

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

The intra-day nomination timeline in Central Time on the day prior to Gas flow shall be the following:

The Evening Nomination Cycle

6:00 p.m. Nomination leaves control of the Shipper

6:15 p.m. Receipt of nomination by Rover (including from title transfer tracking service providers)

6:30 p.m. Rover provides quick response for validity of data elements

9:00 p.m. Completed confirmations from upstream and downstream connected parties

10:00 p.m. Scheduled Quantities provided by Rover to affected Shippers, point operators and bumped parties (notice to bumped parties)

Scheduled Quantities resulting from an Evening Nomination that do not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled Quantities should be effective at 9:00 a.m. on Gas Day. Bumped parties shall be notified of such bump through the Customer Activities Website. The intra-day nomination timelines in Central Time on the day of Gas flow shall be the following:

(1) The Intra-day 1 Nomination Cycle

10:00 a.m. Nomination leaves control of the Shipper
GT&C Section 3. Nomination and Scheduling of Services

Pro Forma Version 2000.0.0

10:15 a.m.   Receipt of nomination by Rover (including from title transfer tracking service providers)

10:30 a.m.   Rover provides quick response for validity of data elements

1:00 p.m.    Completed confirmations from upstream and downstream connected parties

2:00 p.m.    Scheduled Quantities provided by Rover to affected Shippers, point operators and bumped parties (notice to bumped parties)

5:00 p.m.    Intra-day 1 nomination effective

Bumped parties shall be notified of such bump through Customer Activities Website.

(2) The Intra-day 2 Nomination Cycle

5:00 p.m.    Nomination leaves control of the Shipper

5:15 p.m.    Receipt of nomination by Rover (including from title transfer tracking service providers)

5:30 p.m.    Rover provides quick response for validity of data elements

8:00 p.m.    Completed confirmations from upstream and downstream connected parties

9:00 p.m.    Scheduled Quantities provided by Rover to Shipper and point operator

9:00 p.m.    Intra-day 2 nomination effective

Bumping is not allowed during the Intra-day 2 Nomination Cycle.

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

For purposes of this Section 3.1(C), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
(D) Shipper shall cause the operator of each Point of Receipt, the first seller of the Gas nominated at the Points of Receipt and the operator of each Point of Delivery designated in any nomination or change to a nomination to confirm all such nominations or changes to nominations prior to implementation by Rover.

(E) Shipper shall notify Rover immediately of any unexpected changes in Quantities tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.

(F) At any time, Shipper may provide notice to change the designation of the person under Section 2.2 herein to provide the nomination information set forth in this Section to Rover. If Shipper designates another person to provide this information, Rover shall be entitled to rely on the nominations previously provided by Shipper's designee.

(G) Nominations shall also specify such information necessary to permit Rover to accept Commission approved or permitted standard data elements to perform service.

3.2 Scheduling Procedure for Transportation

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

(A) Scheduling of Receipts

(1) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.

(2) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to secondary Points of Delivery.

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

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

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

(6) Gas Parking Service

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

(B) Scheduling of Deliveries

(1) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.

(2) Firm service from secondary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.

(3) Firm service to secondary Points of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Points of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Firm service to secondary Points of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Points of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
(5) Interruptible service to Points of Delivery beginning with interruptible service charged the applicable Maximum Rate followed by interruptible service to Points of Delivery charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(6) Gas Parking Service

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

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

(1) Firm service from primary Points of Receipt to primary Points of Delivery

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

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

(4) Interruptible service beginning with interruptible service charged the applicable Maximum Rate followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
Within each service category provided in (1) through (3) above, Shipper may provide a ranking of individual Points of Receipt and Points of Delivery within the Service Agreement in the event the entirety of the nomination cannot be scheduled.

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

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

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

If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with this Section 3.2. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro rata unless the Releasing Shipper specifies otherwise in the Shipper Notice.
(B) If the actual Quantities of Gas received or delivered vary from nominated Quantities on any particular Gas Day, such daily scheduling variance shall be subject to daily scheduling penalties pursuant to Section 5.1 herein.

(C) Should Shipper be unable to accept the Quantities of Gas tendered at the Points of Delivery on any Gas Day, then Rover may refuse to receive Gas at the Points of Receipt on such Gas Day.

(D) Rover shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. It is recognized that Gas delivered by Rover will not be the same molecules as those received at the Points of Receipt.

(E) Once service is nominated and scheduled for any Day as primary or secondary firm service, such service shall not be bumped by another Shipper for the purpose of scheduling any other service, including primary firm service, for such Day. In the event that all or part of an interruptible Shipper’s scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Cycle or the Intra-day 1 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Customers Activities Website. As provided in Section 3.1(C), bumping is not allowed during the Intraday 2 Nomination Cycle.

3.3 Predetermined Allocations

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

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

(B) In addition, for all Natural Gas to be delivered to Shipper, Shipper shall cause the operating party of facilities immediately downstream of Rover’s Points of Delivery to provide a predetermined allocation methodology to be used in allocating said Gas through the Points of Delivery. In the event Shipper provides optional end user information with its nomination, Shipper shall provide a predetermined allocation methodology acceptable to Rover to be used in allocating said Gas through the Points of Delivery.

(C) The allocation methodology shall be provided to Rover before the start of the Gas Day that Gas is to be tendered to Rover and shall prescribe the methodology for all
Service Agreements for which Quantities have been scheduled at such Points of Receipt and Points of Delivery.

(D) In the event no methodology acceptable to Rover is provided, Rover shall allocate the actual Quantities received or delivered by Rover among Shippers based on the ratio of each scheduled Quantity to the total scheduled Quantities of Gas at such Points of Receipt or Points of Delivery applied to the total Quantity actually received or delivered by Rover.

(E) Changes to the daily allocation methodology must be submitted and confirmed before the start of the Gas Day and shall be effective prospectively. No retroactive reallocation of any transaction shall be permitted.

(F) Rover shall not have any liability to any Shipper as a result of Rover’s reliance on any allocation methodology described herein, and Shipper shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Rover’s reliance on such allocation methodology, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover’s negligence, bad faith or willful misconduct.
4. CURTAILMENT AND INTERRUPTION

Rover shall have the right to curtail, interrupt or discontinue Transportation service in whole or in part, on all or a portion of its system at any time for reasons of force majeure or when, in Rover’s sole judgment, capacity, supply, or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its system. Rover shall use reasonable efforts to provide Shipper such notice of the curtailment as is reasonable under the circumstances.

In the event of curtailment mentioned above, service shall be scheduled in the order specified in GT&C Section 4.1.

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

4.1 Scheduling During Curtailment

During curtailment, the scheduling provisions of Section 3.2 (A) and (B) shall apply when the point of constraint is at a Point of Receipt or Delivery. When the constraint is located at other than a Point of Receipt or Delivery, the scheduling provision of Section 3.2(C) shall apply.

4.2 Transportation Supply

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

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

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

4.3 Curtailment Reports and Notices

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

4.4 Curtailment Compliance

(A) When a curtailment notice has been issued, the affected Shipper or OBA Party shall undertake the required action set forth in the curtailment notice. Failure to comply with a curtailment notice shall subject Shipper to the penalty provisions of Section 6 herein as if such curtailment notice were an OFO.

(B) Shipper or OBA Party shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions, and proceedings whatsoever threatened, incurred, or initiated as a result of Rover's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct.

(C) Without regard to any other remedy provided by law or by the provisions hereof, Rover shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Rover in compliance with this Section 4 or any directive from any governmental authority having jurisdiction.
GENERAL TERMS AND CONDITIONS

5. TRANSPORTATION BALANCING

5.1 Daily Scheduling

(A) Each Transportation Service Agreement and Operational Balancing Agreement (OBA) with a daily scheduling variance exceeding the Tolerance Level as stated in the applicable Rate Schedule or OBA, shall be subject to a daily scheduling penalty in accordance with this Section 5.1; provided, however, that no individual Service Agreement receiving or delivering Gas at a Point of Receipt or Point of Delivery shall be assessed a daily scheduling penalty if: (1) the aggregate receipts or deliveries for all Service Agreements at such Point, as applicable, do not exceed the aggregate Quantity scheduled at such point by the Tolerance Level or (2) an interruptible Shipper’s scheduled Quantity for a Gas Day has been reduced as a result of a nomination by a firm Shipper during the Evening Nomination Cycle or the Intra-day 1 Nomination Cycle in Section 3.1(C) herein.

1. Except as set forth below, daily scheduling variance shall be the absolute value of the percentage of: (a) the difference between the scheduled Quantities at each Point of Receipt and each Point of Delivery each Gas Day and the Quantity of Gas allocated to such point divided by (b) Quantities scheduled for receipt or delivery, as applicable.

2. When Shipper is utilizing a Point of Receipt or Point of Delivery with service provided by an OBA Party, as applicable, Shipper’s confirmed nomination Quantity at such point will be the actual Quantity for purposes of calculating the daily scheduling variance.

3. The daily scheduling variance for an OBA Party will be the difference between the total actual Quantity and the total confirmed nomination Quantity for that OBA’s Point of Receipt or Point of Delivery each Gas Day.

(B) To minimize daily scheduling variances, Rover will make available receipt or delivery information as follows:

1. Allow point operators access to real time, unverified receipt or delivery data through direct communications with remote EGM terminals.

2. Posting on the Customer Activities Website unverified receipt or delivery data for receipts and deliveries obtained from remote EGM terminals on a timely basis.
Post on the Customer Activities Website verified data within twenty-four (24) hours after the end of the Gas Day.

To avoid issuance of an OFO pursuant to Section 6, Rover shall notify Shipper of a daily scheduling variance, and Shipper shall, within a reasonable time, adjust nominated or actual receipts or deliveries of Gas in order to maintain a daily balance between actual receipts and scheduled receipts and between actual deliveries and scheduled deliveries.

The daily scheduling penalty for the applicable Rate Schedule shall be equal to the Supply Zone to Market Zone South rate, stated on a one hundred percent (100%) load factor basis. The daily scheduling penalty shall be billed in accordance with Section 16 herein.

5.2 Monthly Balancing

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

(A) Contract Imbalance

(1) Transportation Service Agreements

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

(2) Operational Balancing Agreements

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

(B) Minimization of Contract Imbalances for Transportation Service Agreements

(1) Contract Imbalance Netting

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

(2) Contract Imbalance Trading

(a) Shipper may authorize contract imbalances under Shipper's Transportation Service Agreements within the same Operational Impact Area, as described in Section 5.2(B)(3) to be posted for trading after the Shipper has minimized excess receipts and deliveries by netting pursuant to Section 5.2(B)(1) above.

(b) Authorizations to post imbalances that are received by Rover by 11:45 a.m. shall be effective by 8:00 a.m. the next Business Day (Central Time). Imbalances authorized for posting shall be posted on or before the ninth (9th) Business Day of the Month.

(c) Rover shall provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) Business Day of the Month.

(d) Shippers may trade contract imbalances with other Shippers having Transportation Service Agreements within the same Operational Impact Area, as described in Section 5.2(B)(3) below. Contract imbalances must be traded with contract imbalances in the opposite direction and such trade must move Shipper's imbalance closer to zero. When trading imbalances, a Quantity must be specified.
(e) Rover shall enable the imbalance trading process by:
• Receiving the request for imbalance trade;
• Receiving the imbalance trade confirmation;
• Sending the imbalance trade notification; and
• Reflecting the trade prior to or on the next monthly Shipper imbalance or cashout.

(f) Imbalance trades can only be withdrawn by the initiating Shipper and only prior to the confirming Shipper's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming Shipper and effectuated by Rover. Imbalance trades shall be deemed to be effectuated when Rover sends the imbalance trade notification.

(g) After receipt of an imbalance trade confirmation, Rover shall send the imbalance trade notification to the initiating Shipper and the confirming Shipper no later than noon (Central Time) on the next Business Day.

(3) Operational Impact Area

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

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

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

(D) Imbalance Due Rover

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

<table>
<thead>
<tr>
<th>Imbalance Level</th>
<th>Factor</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - &lt; 5%</td>
<td>1.00</td>
<td>(price x Quantity ≤ 5%)</td>
</tr>
<tr>
<td>&gt; 5% - &lt; 10%</td>
<td>1.10</td>
<td>(price x Quantity &gt; 5% and ≤10%)</td>
</tr>
<tr>
<td>&gt; 10% - &lt; 15%</td>
<td>1.20</td>
<td>(price x Quantity &gt; 10% and ≤15%)</td>
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<tr>
<td>&gt; 15% - &lt; 20%</td>
<td>1.30</td>
<td>(price x Quantity &gt; 15% and ≤20%)</td>
</tr>
<tr>
<td>&gt; 20% - &lt; 25%</td>
<td>1.40</td>
<td>(price x Quantity &gt; 20% and ≤25%)</td>
</tr>
<tr>
<td>&gt; 25%</td>
<td>1.50</td>
<td>(price x Quantity &gt; 25%)</td>
</tr>
</tbody>
</table>

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

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

(E) Imbalance Due Shipper or Party

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

<table>
<thead>
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<th>Factor</th>
<th>Results</th>
</tr>
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<tbody>
<tr>
<td>0% - ≤ 5%</td>
<td>1.00</td>
<td><em>(price x Quantity ≤ 5%)</em></td>
</tr>
<tr>
<td>&gt; 5% - ≤ 10%</td>
<td>.90</td>
<td><em>(price x Quantity &gt; 5% and ≤ 10%)</em></td>
</tr>
<tr>
<td>&gt; 10% - ≤ 15%</td>
<td>.80</td>
<td><em>(price x Quantity &gt; 10% and ≤ 15%)</em></td>
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<td>&gt; 15% - ≤ 20%</td>
<td>.70</td>
<td><em>(price x Quantity &gt; 15% and ≤ 20%)</em></td>
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<tr>
<td>&gt; 20% - ≤ 25%</td>
<td>.60</td>
<td><em>(price x Quantity &gt; 20% and ≤ 25%)</em></td>
</tr>
<tr>
<td>&gt; 25%</td>
<td>.50</td>
<td><em>(price x Quantity &gt; 25%)</em></td>
</tr>
</tbody>
</table>

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

#### (F) Spot Index Price

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

1. **Supply Spot Index Price** shall be based on Gas Daily’s Weekly weighted average price for Appalachia, Dominion, North Point.

2. **Mainline Zone Spot Index Price** shall be based on Gas Daily’s Weekly weighted average price for Citygates, Chicago city-gates.

3. **Market Zone North Spot Index Price** shall be the average of Gas Daily’s Weekly weighted average prices for Citygates, Mich Con City-gate and for Canadian Gas, Dawn, Ontario.

4. **Market Zone South Spot Index Price** shall be the average of the Gas Daily’s Weekly weighted average prices for Louisiana-Onshore South, Columbia Gulf, mainline and for Others, Trunkline, zone 1A

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

### 5.3 Unauthorized Overrun Penalty

If on any Gas Day during the Month, Shipper takes Quantities in excess of the MDQ as stated in the Service Agreement and such Quantities have not been scheduled by Rover, then, in addition to the overrun charge set forth in the applicable Rate Schedule, Shipper...
shall be subject to a penalty for each Dt taken in excess of the greater of the MDQ or the scheduled Quantity. The unauthorized overrun penalty rate is two times the greater of the highest daily price published in Gas Daily, Daily Price Survey, Citygates – Chicago city-gates or Citygates – Mich Con city-gate or Canadian Gas, Dawn, Ontario for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred for each Dt taken in excess of the greater of the MDQ or the scheduled Quantity.

5.4 Third-Party Imbalance Management Services

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

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

(B) Rover and the Shipper shall have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to Rover.

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

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

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

(A) Actual receipts exceeding scheduled receipts causing high pressure to back off scheduled receipts;

(B) Unscheduled pipeline maintenance and repairs affecting capacity;

(C) Non-compliance with the balancing requirements of any service where such non-compliance threatens Rover’s system integrity; and

(D) When the applicable Tolerance Level has not been exceeded by an individual Shipper or OBA Party, but pipeline operations require tighter Tolerance Levels.

6.2 Prior to issuing an OFO, Rover will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm Shippers to utilize primary Points of Receipt and Delivery, limiting Shippers or OBA Parties to the hourly flow rate and limitations in accordance with the provisions of this Tariff and the Service Agreement, and imposing daily scheduling charges on Points of Receipt upon twenty-four (24) hours notice in accordance with Section 5.1(E) herein.

6.3 (A) The OFO shall specify the action(s) necessary to alleviate the conditions set forth in Section 6.1. These actions may include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the Shipper or OBA Party subject to the OFO does not comply with the OFO, then the Shipper or OBA Party shall pay, for all Quantities delivered or received in non-compliance with the OFO, the greatest of (a) $25 per Dt, (b) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates, Chicago city-gates per Dt, (c) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates, Mich.Con city-gate per Dt, or (d) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Canadian Gas, Dawn Ontario for the Day.
per Dt (Saturday and Sunday shall be the preceding Friday price); provided, however, in no event will this penalty apply until Shipper or OBA Party has had at least three hours to take the actions required to comply with the OFO or Shipper or OBA Party is unable to comply due to force majeure, as defined in Section 19 herein. For purposes of this Section 6.3(A), if the OFO requires the reduction of scheduling variances, the Shipper or OBA Party subject to the OFO shall be deemed in compliance with the OFO if the actual Quantities do not vary from the Quantities specified in the OFO by more than the tolerance level stated in the OFO, which shall not be less than two percent (2%).

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

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

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

6.6 Situation Reports, Notices and Indemnity

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

(B) Rover shall have no responsibility to inform Shipper's or OBA Party's end users,
suppliers, other transporters or any others involved in the transaction, as to any
OFO.

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

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

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

7.2 On any Gas Day, at any Point of Receipt or Point of Delivery at which an OBA is in effect, any daily scheduling variance arising under any Service Agreement between Shipper and Rover that is attributable to variances between actual and scheduled Quantities at such point shall be resolved pursuant to the terms of the applicable OBA, and Shipper shall not be subject to a daily scheduling penalty. Confirmed nomination Quantities will be allocated to Shipper’s Service Agreement for purposes of monthly balancing as described in Section 5.2 herein. When Rover enters into an OBA with a regulated interstate or intrastate pipeline, Rover may waive the daily scheduling provisions in Section 5.1 herein and the monthly balancing provisions in Section 5.2 herein to maintain operational flexibility.

7.3 Rover shall have no obligation to negotiate and execute an OBA with any party.
8. MISCELLANEOUS PURCHASES AND SALES

Nothing contained in this Tariff shall preclude Rover from buying and selling Gas to the extent necessary to maintain system pressure, to maintain line pack or to perform other functions in connection with Transportation. Such sales shall be made pursuant to Rover’s blanket sales certificate.
9. CAPACITY RELEASE

9.1 Capacity Eligible for Release

(A) Shippers under Rate Schedule FTS shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 9. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the primary Points of Receipt and the primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Rover based on usage.

(B) Rover shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Website or by using any other marketing services at its disposal.

9.2 Shipper Release Notice

(A) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify Rover electronically on the Customer Activities Website or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted on the Customer Activities Website upon receipt by Rover or such later time which must comply with the timeline set forth in Section 9.4(B) herein, as requested by Releasing Shipper. This Shipper Notice shall include:

(1) Releasing Shipper's contract number;

(2) The specific quantity of capacity to be released;

(3) If the request for release is on a permanent basis;

(4) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;

(5) The period of time or term of the release;

(6) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
Whether contingent bids will be accepted and when the contingency must be removed;

The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;

The minimum rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charge will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum Reservation rates. The one hundred percent (100%) load factor equivalent for such rates equals the overrun rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Rover shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Rover is notified of the release;

The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(B) herein;

The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Rover to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;

If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(A), the Releasing Shipper may designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;

Restrictions, if any, on the PRS or Replacement Shipper’s ability to request changes in primary Points of Receipt or primary Points of Delivery;
(14) Whether the Shipper Notice may be rejected in part in the event Rover rejects such Shipper Notice pursuant to Section 9.7; and

(15) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

(B) Releasing Shipper shall post the Shipper Notice on the Customer Activities Website. Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.

(C) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.

(D) The terms a Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Rover may withdraw the Shipper Notice from posting.

9.3 Exceptions to Bidding

(A) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:

(1) A capacity release for any period of thirty-one (31) days or less. A firm shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(A)(2), (3) or (4) below.

(2) A capacity release for more than one year at the maximum tariff rate.

(3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.

(4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.
(B) In the event a capacity release is exempt from bidding in accordance with Section 9.3(A) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to Rover, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(I) herein.

(C) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of the Shipper Notice for prearranged deals not subject to bid are due (Central Clock Time):

1. Timely Cycle - by 10:30 a.m.
2. Evening Cycle - by 5:00 p.m.
3. Intra-day 1 Cycle - by 9:00 a.m.
4. Intra-day 2 Cycle - by 4:00 p.m.

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

9.4 Bidding Process

(A) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with Rover in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Rover to the contrary, no longer meets the credit qualifications in Section 24 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 16 herein.

(B) The capacity release timeline in Central Clock Time applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Rover with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release.
Further, Rover may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Rover).

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

On a Business Day

12:00 p.m. Time by which Releasing Shipper shall post the Shipper Notice on the Customer Activities Website

1:00 p.m. Bidding period ends
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required
Match or award is communicated

2:30 p.m. Match response is due

3:00 p.m. Award posting where match is required

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)

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

12:00 p.m. Releasing Shipper shall post the Release Notice on the Customer Activities Website four Business Days before award

1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days).
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken
2:00 p.m.  
Evaluation period ends and award posting if no match required

Match or award is communicated to Designated Replacement Shipper

2:30 p.m.  
Match response is due from Designated Replacement Shipper

3:00 p.m.  
Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)

3) Timeline for Releases with Special Conditions

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

(C) All bids must be expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, include the required bid information and must be received and posted electronically through the Customer Activities Website. Bids shall be posted on the Customer Activities Website with any contingencies identified and with the bidder’s identity deleted.

(D) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid through the Customer Activities Website at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
(E) Where there is a PRS and a bid which is better than the bid submitted by the PRS, Rover will notify the PRS by 2:00 p.m. Central Clock Time on the day capacity is awarded and the PRS will have until 2:30 p.m. to match the better bid and obtain the right to the released capacity. Rover shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(A)(11) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Rover shall issue an Addendum to the party who made the best bid.

(F) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.

(G) In the event that a winning bid has a contingency, and Rover is not notified through the Customer Activities Website that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by Rover.

(H) The Releasing Shipper may define in the Shipper Notice the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Rover shall use the Net Present Value calculation as set forth in Section 10.3 herein to determine the best bid. If there are multiple bids meeting the minimum conditions, Rover shall rank the bids and Rover shall award the bids, best bid first, until all offered capacity is awarded. Rover will notify, through the Customer Activities Website by 2:00 p.m. Central Clock Time following the end of the posting period, or by 3:00 p.m. Central Clock Time if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.

(I) Rover will post the winning bids and Replacement Shippers’ identity on the Customer Activities Website for at least five Business Days.

9.5 Rights and Obligations of Releasing Shipper

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

(C) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ or MCSC, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.

(D) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.

(E) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 9.6(C) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.

(F) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Rover, Rover's tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Rover shall specify the Quantity in terms of total released capacity entitlements.

9.6 Rights and Obligations of Replacement Shipper

(A) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Rover selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Rover will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number also will be issued within one hour of the award posting.

(B) Replacement Shipper may submit nominations pursuant to Section 3 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.
(C) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 16 herein, Rover may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder utilized by the Replacement Shipper.

(D) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.

(E) A Replacement Shipper shall have the right to reserve primary point capacity up to its MDQ, subject to available capacity.

(F) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

(G) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling.

9.7 Rights and Obligations of Rover

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

(A) Any release under this Section 9 shall be for a minimum term of at least one Gas Day.

(B) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:

(1) The last date this Tariff provision shall be effective;

(2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or

(3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

9.9 Billing Adjustments to Releasing Shipper

(A) Rover shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge (including surcharges, if any) invoiced to Replacement Shipper excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 25. Rover and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 9.9 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic basis of the Negotiated Rate. In the event of a release with a volumetric rate, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by Rover. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Rover is notified of the release.

(B) If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 16 herein.
(C) Rover and Releasing Shipper may enter into a marketing agreement. In the event Rover issues an Addendum to a Replacement Shipper found by Rover pursuant to such marketing agreement, any negotiated marketing fee will be debited to Releasing Shipper's invoice.

9.10 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Rover’s Informational Postings Website located at http://rovermessenger.energytransfer.com under “Notices, Request to Purchase Releasable Capacity.” The form shall specify the terms and conditions of the request and the location of the posting on Rover’s Informational Postings Website. Such offer to purchase released capacity shall be posted on Rover’s Website for 30 days.
10. CONTRACTING FOR UNSUBSCRIBED CAPACITY

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

10.1 In order to be eligible for firm capacity, a party requesting service (requestor) must submit a valid request in accordance with the provisions of Section 2 herein.

10.2 Rover will post on its Website available capacity. A requestor that submits a valid request may submit a bid for the available capacity at any time and such bid will be awarded on a first-come, first-served basis. Notwithstanding the above, Rover can hold an open season for the available capacity. In the event of multiple bids, Rover will evaluate the bids and determine the bid having the greatest economic value as determined in Section 10.3.

10.3 Rover shall tender a Service Agreement for execution to the requestor submitting the bid having the greatest economic value for the capacity available, subject to the provisions of Section 10.5. The criteria for determining which requestor has submitted the bid with the greatest economic value shall be the Net Present Value (NPV) of the reservation charge that requestor would pay at the rates requestor has bid, which shall not be less than the Minimum Rate nor greater than the Maximum Rate, as stated on the Currently Effective Rates for the applicable Rate Schedule, over the term of service specified in the request, utilizing a ten percent (10%) annual discount factor. Only revenues generated from the reservation charge component will be used to calculate the NPV. Shippers requesting service at a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of determining the bid with the greatest economic value. If the economic values of separate service requests are equal, then service shall be offered in sequence starting with the request with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requestors on a pro rata basis.

10.4 If Rover accepts the winning bid and tenders a Service Agreement, requestor shall complete and return the Service Agreement within fifteen (15) days.

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

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

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

(A) The Long-Term Agreement is extended pursuant to Section 11.7 herein;

(B) Shipper exercises its Right of First Refusal pursuant to Section 11.2.

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

(A) Shipper must give timely notice that it wants to continue service beyond the term of the Long-Term Agreement. For the notice to be timely, Shipper must notify Rover within the following periods:

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<tr>
<th>Stated Contract Term</th>
<th>Months Prior To Contract Expiration</th>
</tr>
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<tbody>
<tr>
<td>2 years or longer</td>
<td>not later than 12 Months</td>
</tr>
<tr>
<td>Less than 2 years</td>
<td>not later than 6 Months</td>
</tr>
</tbody>
</table>

(B) Shipper shall be permitted to designate a Quantity of Gas less than its existing MDQ which Shipper wishes to retain under the Right of First Refusal, provided that such a reduction of MDQ is by a uniform percentage reduction for each time period if Shipper’s MDQ has differing levels.

(C) Upon receipt of the Shipper's notice, Rover shall post on the Website for a period of 45 days ("Posting Period") the Maximum Daily Quantity under the Shipper's Long-Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.

(D) During the Posting Period Rover shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 2 hereof.
(E) If, during the Posting Period, Rover receives an acceptable offer for all or a portion of the service rights under Shipper’s Long-Term Agreement, Rover shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 10.3 herein; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the Maximum Rate that can be charged to the existing Shipper. If Shipper elects to match the offer, Shipper shall notify Rover of such election in writing within 30 days after receiving notice from Rover and shall execute a new Service Agreement matching the offer within 30 days after Rover has tendered the Service Agreement. If Shipper elects not to match the offer or does not execute the Service Agreement within 30 days, Rover will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper’s right to submit a new request for service rights. Rover shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value. If there is no other acceptable offer, the Shipper may continue service in accordance with the following section.

(F) If no acceptable offers are received, Rover shall so notify Shipper within 15 days after the close of the Posting Period. In such event, Shipper may continue to receive service under a new Long-Term Agreement with any term Shipper chooses, at the applicable Maximum Rate or at a rate agreed to by Rover and Shipper. Shipper must notify Rover of its intent and indicate the term of the new Long-Term Agreement within 15 days of having been notified in writing by Rover that no acceptable offer was received. Rover will then be obligated to tender the new Long-Term Agreement to Shipper within 15 days of Shipper’s notification. If Shipper (1) fails to provide Rover the term of the requested new Long-Term Agreement within the required 15 day period, or (2) does not return an executed Service Agreement reflecting such term to Rover within fifteen (15) days of the date such contract is tendered, then Shipper shall be deemed to have elected not to continue service under a Long-Term Agreement.

(G) Rover shall post the winning bid and bidder on the Website whether or not the bidder executes a Service Agreement.

11.4 Rover shall not be obligated to tender, execute or extend a Service Agreement for service at any rate less than the Maximum Rate set forth on the Currently Effective Rates for the applicable Rate Schedule. It shall be within Rover’s sole discretion to tender, execute or extend a Service Agreement at any rate and economic value less than the applicable Maximum Rate and economic value for the service requested.
11.5 A party desiring to bid on capacity that is subject to a right of first refusal must first meet all of the requirements for a request for service set forth in Section 2 herein, including submission of the applicable payment under Section 2.6 herein.

11.6 Contract Reduction Rights

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

(A) Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement by making one or more of the following cash payments to Rover.

The total amount of the cash payment that Shipper must pay Rover shall be 100 percent of the net present value of the reservation charge payments applicable to the reduced quantities that Rover would have otherwise received had Shipper continued to pay Rover under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 10.3 hereof.

(B) Notice

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

(C) Level of Reduction

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

(D) Effective Date

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

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

(F) To be eligible for any contract Quantity reduction option, any costs that Shipper has agreed to reimburse Rover for facilities constructed or installed by Rover to provide service under Shipper's Service Agreement(s) shall have been fully reimbursed.
(G) Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.

(H) Shipper’s Service Agreement(s) shall have a zero imbalance before Shipper is eligible for any contract quantity reduction.

(I) The provisions of Section 11.2 of these General Terms and Conditions shall not apply to the Quantity reduced pursuant to this Section 11.6.

11.7 Contract Extension

(A) Prior to the expiration of the term of any existing Maximum Rate, discounted rate or Negotiated Rate Service Agreement(s) and prior to posting the availability of the capacity under Section 11.2 above, if applicable, Rover and the existing Shipper may mutually agree to renegotiate the terms of such Service Agreement(s) in exchange for Shipper’s agreement to extend the term of at least a portion of its obligations under a restructured Service Agreement(s) (the exact terms, including the length and rate (maximum, discounted or negotiated), of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).

(B) At any time a Shipper elects to extend an existing Service Agreement, when the terms and conditions of such agreement are not consistent with the then current applicable Form of Service Agreement in the Tariff, Rover may, on a not unduly discriminatory basis, require Shipper to enter into a new conforming Form of Service Agreement covering such extended service term.
12. UNAUTHORIZED GAS

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

12.1 Unauthorized Receipts

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

12.2 Unauthorized Gas Deliveries

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

13. QUALITY

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

13.1 Gas received shall be merchantable Natural Gas; shall be free of water and hydrocarbons in liquid form; shall contain not more than 7 pounds of water vapor per MMcf unless otherwise agreed to in advance by Rover, one quarter (¼) grain of hydrogen sulphide per one hundred (100) cubic feet and twenty (20) grains of total sulphur per one hundred (100) cubic feet, 2% of carbon dioxide and 3% of nitrogen (by volume), and fifty (50) parts per million of oxygen; shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria; shall not contain any hazardous or toxic substances; and shall not exceed one hundred twenty degrees (120°) Fahrenheit in temperature.

13.2 The Gas shall have a total or gross heating value of not less than nine hundred fifty (967) Btu and not more than one thousand one hundred (1,100) Btu per cubic foot at the Points of Receipt. Rover may increase or decrease the heat content of said Gas before delivery thereof to Shipper provided that such increase or decrease will not result in a total heating value above one thousand one hundred (1,100) or below nine hundred fifty (967) Btu per cubic foot.

13.3 Deliveries of Gas at the Points of Receipt shall be at a pressure sufficient to enter Rover's pipeline system at such point. Deliveries of Gas at the Points of Delivery shall be at such pressure as may exist in Rover’s pipeline at such point from time to time.

13.4 Shipper shall indemnify Rover from any loss, cost, damage or expense incurred by Rover as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 12, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct or is the direct result of Rover's deliberate decision to take Shipper's nonconforming Gas.

13.5 Where operationally feasible, Rover may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas to the extent it is able to blend Gas received at Points of Receipt, as long as Rover reasonably anticipates, in its sole judgment, that such blended Gas will not cause operational or downstream problems at its Points of Delivery.
GENERAL TERMS AND CONDITIONS

14. MEASUREMENT

14.1 Quantities delivered hereunder at each Point of Receipt and Point of Delivery will be determined by either Rover or Shipper, whichever is responsible for measurement at such point as listed on Exhibit A of the Service Agreement. The heating value, specific gravity and super compressibility (Mol percent of nitrogen and carbon dioxide) values of the Gas shall be determined at the beginning of receipt and delivery and annually thereafter, or at more frequent intervals as may be found necessary in practice. Water content shall be determined at intervals as found necessary in practice.

14.2 Such measurement, both volumetric and thermal, shall be at a temperature of 60°Fahrenheit and at a pressure of 14.73 psia dry, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report as now and any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used, and in accordance with generally accepted industry practices, as mutually agreed upon, if positive displacement, turbine meters or other metering methods are used. The Btu content shall be determined by taking the arithmetic average of the heating value as recorded by recording calorimeter or other method of determination generally accepted in the industry. Flowing temperature shall be determined by a recording thermometer or EGM.

14.3 All measuring stations shall be mutually acceptable to Rover and Shipper and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.

14.4 Either Rover or Shipper may witness the installation or maintenance of others' equipment. Neither Rover nor Shipper shall be required to verify accuracy more often than once during any thirty (30) day period. If, upon test, accuracy is found to be within two percent (2%) by volume (chromatograph/calorimeter within 0.5%), such equipment shall be assumed to be accurate. Any error exceeding these percentages will require correction to zero error of previous recordings back to the date error began. If the beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed sixteen (16) days.
15. ELECTRONIC COMMUNICATION SYSTEM

15.1 Rover has established an electronic communication system, located on the Website, http://rovermessenger.energytransfer.com, for use by any party, including Shippers and potential Shippers. The Website will permit users to electronically download a file from the Website and to split files into smaller files prior to such download. Information on the most recent entries shall appear ahead of older information. Rover will purge completed transactions from the current Website files after they have been posted for a minimum of ninety (90) days. Information that has been purged from the Website will be archived and may be retrieved from archives and made available in electronic format.

Through the Website any party may obtain:

(A) Information concerning the availability of capacity for firm Transportation services (1) at Points of Receipt, (2) on the mainline, and (3) at Points of Delivery, and whether the capacity is available from Rover directly, through exercise of Shipper's right of first refusal, or through capacity release.

(B) The Master Receipt Point List on Rover's system, including the following information:

(1) Point number and point name;
(2) Location of Points of Receipt;
(3) Available firm capacity at the point; and
(4) Whether an OBA is in place.

(C) The Master Delivery Point List on Rover's system, including the following information:

(1) Point number and point name;
(2) Location of Points of Delivery;
(3) Available firm capacity at the point; and
(4) Whether an OBA is in place.

(D) Rover's currently effective Tariff.

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

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

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

(1) Verified data on points measured by Rover within nine (9) hours after the end of the Gas Day; or

(2) Unverified data received from remote EGM terminals on a timely basis.

15.4 Electronic data interchange will be available on a nondiscriminatory basis to any party. A mutually acceptable agreement between Rover and such party is required for electronic transmission of data.

15.5 Any specific notices throughout this Tariff requiring communications to be in writing shall be by written communication sent by physical or electronic means unless agreed to otherwise by the parties. In addition, all contracts can be tendered and executed electronically.

15.6 Should Rover invalidate any password or USERID due to breach of confidentiality or unauthorized use of the Customer Activities Website, pursuant to the Customer Activities Website Agreement, Rover shall provide the Customer Activities Website User with notice and reason for the invalidation.
16. STATEMENTS AND PAYMENTS

16.1 Rover shall render to Shipper, on or before the ninth (9th) Business Day of each month, a billing of charges applicable to the preceding month for Transportation activity, scheduling penalties, and all other charges or penalties under each applicable Rate Schedule. As used in this Section 16, “render” is defined as transmitted electronically to the designated site. Such charges shall be based on actual Quantities. If actual Quantities are unavailable in time to prepare the billing, such charges shall be based on estimated Quantities and Rover shall provide, in the succeeding month’s billing, an adjustment based on any difference between actual Quantities and estimated Quantities.

16.2 Shipper shall pay Rover by Electronic Funds Transfer to a designated bank account established by Rover. Payments shall be made by Shipper and received by Rover within ten (10) days from the date on which the bill is rendered. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Rover.

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

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

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

No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.
16.5 In the event that an error is discovered in the invoiced amount hereunder, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall have been made in writing.

(A) Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period.

(B) The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period.

(C) Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes.

The above shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards.

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

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

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

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

(A) Shipper has transmitted payment for services to Rover by Electronic Funds Transfer within the twelve (12) month period preceding the date of the refunds;
(B) Shipper has designated a bank account for the receipt of Electronic Funds Transfer at least thirty (30) days prior to the date established for refunds; and

(C) The amount of the refund, including interest, equals or exceeds $50,000.

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

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

Refunds not paid by Electronic Funds Transfer shall be paid by check.

16.9 Order of Discounting

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

16.10 Types of Discounts

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

(A) only to certain Quantities under the Service Agreement;

(B) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level;

(C) only during specified time periods;

(D) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas;

(E) in a specified relationship to the Quantities actually transported (i.e. that the rates shall be adjusted in a specified relationship to Quantities actually transported) or;

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

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

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.
17. RESPONSIBILITY, WARRANTY AND ASSIGNMENTS

17.1 Rover shall be deemed to be in control and possession of the Gas transported hereunder only after the Gas is received at the Point of Receipt, and before it is delivered at the Point of Delivery. Shipper shall be deemed to be in control and possession at all other times. The party deemed to be in control and possession of the Gas shall be responsible for and shall indemnify the other party with respect to any loss of Gas, injuries to persons, including death, or destruction of property resulting from escape or explosion of Gas occurring while the Gas is in its possession.

17.2 Each of Rover and Shipper warrants that it shall, at the time of delivery of Gas to the other, have good title to or good right to deliver all such Gas, and that it shall deliver, or cause to be delivered, such Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Section 16.5 herein, both Rover and Shipper shall, as to the Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said Gas and to royalties, taxes, fees or charges thereon.

17.3 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Rover harmless against any and all actions, suits or proceedings, concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction, except to the extent such action, suit or proceeding is the result of Rover’s negligence, bad faith or willful misconduct.

17.4 Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Rover or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. To implement such transfer, the predecessor party may, without relieving itself of its obligations under such agreement, assign such agreement to a non-affiliated company only with the consent of Rover and if the assignee meets the creditworthiness standards of Section 24 of these General Terms and Conditions. Otherwise, any transfer of any Service Agreement must be made pursuant to the requirements of Section 9 of these General Terms and Conditions. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security of its indebtedness.
18. OPERATING CONDITIONS IN CONJUNCTION WITH AFFILIATES

18.1 All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner consistent with Part 358 of the Commission's Regulations.

18.2 Except as permitted in Part 358 of the Commission's Regulations or otherwise permitted by Commission order, Rover's transmission function employees will function independently of its marketing function employees.

18.3 Rover will post on the Website the information required in Part 358 of the Commission's Regulations.
19. FORCE MAJEURE

19.1 In the event, to the extent, and for so long as either Rover or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either of Rover or Shipper, other than to make payments, shall be suspended, in whole or in part. Force majeure, as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either of Rover or Shipper claiming suspension, and which by the exercise of due diligence, either of Rover or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, fires, explosions, arrests, and restraints of governments or people; freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe but not including planned or scheduled maintenance; partial or entire failure of wells; and the inability of either Rover or Shipper to acquire, or the delays on the part of either of Rover or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either of Rover or Shipper to fulfill its obligations hereunder.

19.2 Either Rover or Shipper claiming force majeure shall give to the other notice and full particulars of such force majeure by telephone, facsimile, or electronic communication as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either of Rover or Shipper when such course is inadvisable in the discretion of either of Rover or Shipper.
20. **ANNUAL CHARGE ADJUSTMENT PROVISION (ACA)**

20.1 **Purpose**

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

20.2 **ACA Unit Charge**

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

20.3 **Payment by Shipper**

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

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

21.1 Filing of Fuel Reimbursement Adjustment

(A) Effective Date of Adjustment

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

(B) Filing Procedure

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

(C) Fuel Reimbursement Adjustment Period

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

21.2 Computation of Effective Fuel Reimbursement Percentage

The effective Fuel Reimbursement percentage shall be the sum of the current Fuel Reimbursement percentage and the Annual Fuel Reimbursement Surcharge.
21.3 Computation of Current Fuel Reimbursement Percentage

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

21.4 Computation of the Annual Fuel Reimbursement Surcharge

(A) The Annual Fuel Reimbursement Surcharge shall be computed by dividing the balance, four Months prior to November 1, of the Deferred Fuel Reimbursement Account by Rover's projected Quantity of Gas for Transportation under Rate Schedules FTS and ITS for the Recovery Period.

(B) The Recovery Period for the Annual Fuel Reimbursement Surcharge shall be the twelve (12) billing Months beginning November 1.

(C) Rover shall maintain a Deferred Fuel Reimbursement Account with appropriate subaccounts, beginning with the effective date of this Section 21. For each billing Month, the applicable subaccounts shall be increased or decreased for a positive or negative change in Fuel Reimbursement for the billing Month.

(D) A change in Fuel Reimbursement for each billing Month shall be the difference between (1) the applicable currently effective Fuel Reimbursement percentage for the billing Month multiplied by the Quantity of Gas received during the billing Month and (2) the actual Quantity of Gas expended for fuel usage, including miscellaneous fuel usage, and lost or unaccounted for Gas during the billing Month as well as the equivalent Quantity of Gas representing the actual electric compression costs. The actual electric compression costs for the billing Month shall be divided by the average of the weekly Spot Index Prices, calculated in accordance with Section 5.2(F) of the General Terms and Conditions, for the billing Month to determine the equivalent Quantity of Gas representing the electric compression costs.
21.5 Notice of Responsibility of Deferred Amounts

In the event this Section 21 shall be changed in any manner that adversely affects Rover’s recovery of the full amount of fuel amounts reflected in its deferred fuel accounts, each Shipper that received transportation service during the period affected by such fuel adjustment deferred account shall be responsible to Rover for its proportionate share of the amount of Rover’s unrecovered deferred fuel amounts for the transportation services which they were provided.
GENERAL TERMS AND CONDITIONS

22. FLOW THROUGH OF CASH OUT REVENUES AND PENALTIES

22.1 Flowthrough of Cash Out Revenues in Excess of Costs

This Section 22.1 sets forth the procedures by which any excess revenues received over costs incurred under the cash out provisions of Section 5.2 herein (Cash Out Revenue Amount), for the period beginning with the in-service date of the Rover Pipeline and for each subsequent twelve (12) Month period thereafter (Annual Cash Out Period), will be flowed back to Shippers under Rate Schedules FTS and ITS whose contract imbalance level, as determined in accordance with Section 5.2(C) of these General Terms and Conditions, did not exceed 5% during the month (Non-Offending Shippers). If the Cash Out Revenue Amount is negative, the amount shall be carried forward to subsequent Annual Cash Out Periods.

(A) Rover will flow through the Cash Out Revenue Amount to Non-Offending Shippers by means of a credit. Each non-offending Shipper's credit shall be paid with a billing adjustment to the billing of charges for service during the March billing month following the end of the Annual Cash Out Period; provided, however, if the non-offending Shipper's Service Agreement has terminated and the final billing of charges has been paid, Rover shall pay the credit by check to the Shipper.

(B) Credit to non-offending Shippers

Each non-offending Shipper’s credit shall be calculated by multiplying the Cash Out Revenue Amount for the Annual Cash Out Period, plus any negative Cash Out Revenue Amount carried forward from prior Annual Cash Out Periods, by (1) 50% of the ratio of the sum of the actual revenues billed for services to the non-offending Shipper during the Annual Cash Out Period to the sum of the actual revenues billed for such services to all non-offending Shippers during the Annual Cash Out Period plus (2) 50% of the ratio of the sum of the actual volumes transported of the non-offending Shipper during the Annual Cash Out Period to the sum of the actual total volumes transported of all non-offending Shippers during the Annual Cash Out Period. The actual revenues and volumes transported used to compute the non-offending Shipper’s credit shall be the actual revenues and the actual revenues and volumes transported billed for services during months in which the non-offending Shipper’s contract imbalance did not exceed 5%.

22.2 Flow Through of Penalties in Excess of Costs

(A) This Section 22.2 sets forth the procedures under which Rover will flow through to Shippers any penalties in excess of costs collected pursuant to Sections 4.4, 5.1, 5.3, 6.3 and 12.2 herein (Penalty Amount). Rover will reduce such penalties for
reasonable incremental out-of-pocket costs incurred as a direct result of the Shipper's conduct which was penalized pursuant to these Sections.

(B) The crediting period applicable to this Section 22.2 shall be monthly.

(C) Rover will net the penalty revenues received against the reasonable incremental out-of-pocket costs incurred for such revenues. Rover will credit the net Penalty Amount to those Shippers under Rate Schedules FTS and ITS that were not billed pursuant to Sections 4.4, 5.1, 5.3, 6.3 and 12.2 of the General Terms and Conditions during the applicable month (non-offending Shippers). Each non-offending Shipper's credit shall be calculated by multiplying the Penalty Amount by (1) 50% of the ratio of the actual revenues billed for services to the non-offending Shipper during the applicable month to the sum of the actual revenues billed for such services to all non-offending Shippers during the applicable month plus (2) 50% of the ratio of the actual volumes transported of the non-offending Shipper during the applicable month to the sum of the actual total volumes transported of all non-offending Shippers during the applicable month. The actual revenues and volumes transported used to compute the non-offending Shipper's credit shall be the actual revenues and volumes transported billed for services during the applicable month in which the non-offending Shipper was not billed pursuant to Sections 4.4, 5.1, 5.3, 6.3 and 12.2 of the General Terms and Conditions.

(D) Each non-offending Shipper's credit shall be paid with a billing adjustment to the billing of charges for service during the following month; provided, however, if the non-offending Shipper's Service Agreement has terminated and the final billing of charges has been paid, Rover shall pay the credit by check to the Shipper. Rover shall provide documentation supporting the Penalty Amount, incremental cost incurred, if any, and the reasons the Shipper misconduct caused the costs to be incurred.

22.3 Filing Procedure

Within thirty (30) days after credits are provided to non-offending Shippers in accordance with Sections 22.1(A), Rover shall file with the Commission, and shall serve in accordance with Section 154.208 of the Commission's Regulations, reconciling documentation which detail the calculations of the credits provided under Sections 22.1 and 22.2.
23. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Rover has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 2.0, which are required by the Commission in 18 CFR, Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in the Tariff

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

Rover has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 2.0, that are protected by NAESB’s copyright. With respect to each reproduced standard, Rover incorporated the following: © 1996 – 2010 NAESB, all rights reserved.

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24. CREDITWORTHINESS

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

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

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

(1) (i) In the event Shipper is rated by both S&P and Moody’s, Shipper’s long-term senior unsecured debt securities are rated at least BBB- by S&P and at least Baa3 by Moody’s, provided, however, that if the Shipper’s rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper is rated by only S&P, Shipper’s long-term senior unsecured debt securities are rated at least BBB-, provided, however, that if the Shipper’s rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper is rated by only Moody’s, Shipper’s long-term senior unsecured debt securities are rated at least Baa3, provided, however, that if the Shipper’s rating is at Baa3, the long-term outlook shall be Stable or Positive; and

(2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper's tangible net worth.

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

(B) If Shipper cannot demonstrate creditworthiness pursuant to Section 24.2(A) above, Rover may establish creditworthiness based upon:

(1) In the event Shipper’s parent is rated by both S&P and Moody’s, the Shipper’s parent having a senior unsecured debt rating of at least BBB- by S&P and Baa3 by Moody’s, provided, however, that if the Shipper’s parent’s rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper’s parent is rated by only S&P, the Shipper’s parent having a senior unsecured debt rating of at least BBB-, provided, however, that if the Shipper’s parent’s rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper’s parent is rated by only Moody’s, the Shipper’s parent having a senior unsecured debt rating of at least Baa3, provided, however, that if the Shipper’s parent’s rating is at Baa3, the long-term outlook shall be Stable or Positive; and

(2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper’s parent’s tangible net worth; and

(3) Shipper’s parent issues a guaranty acceptable to Rover.

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

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

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

(C) Publically available information from credit reports of credit and bond rating agencies;

(D) A bank reference and at least three (3) trade references, a check of which show along with any credit reports submitted herein that Shipper’s undisputed obligations are being paid in a timely manner;

(E) Statement of legal composition;

(F) Statement of the length of time the business has been in operation;

(G) For state-regulated utility local distribution companies, documentation from their respective state regulatory commission (or an equivalent authority) of an authorized gas supply cost recovery mechanism;

(H) Confirmation by Shipper that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditor, or any informal creditors’ committee agreement; and/or

(I) Such other information as may be mutually agreed to by Shipper and Rover.

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

(a) Any information received pursuant to Section 24.3 above;

(b) Consistent and nondiscriminatory financial statement analysis to determine the acceptability of Shipper’s or Shipper’s parent’s current and future financial strength. Financial statements shall be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability;

(c) S&P, Moody’s, Dun & Bradstreet and other credit reporting agency ratings, opinions, watch alerts, and rating actions shall be considered in determining creditworthiness;

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

(e) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy; an exception may be
made for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act whereby adequate assurance is provided under purview of by the bankruptcy court having jurisdiction over such debtor-in-possession that the service billings will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment;

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

(g) Shipper's ongoing business relationship, if any, with Rover with consideration being given to whether Shipper has or has had any delinquent balances outstanding for services provided by Rover, gas imbalances, and gas loans due Rover and whether Shipper is paying and has paid its account balances promptly according to the terms established in its Service Agreements (excluding amounts as to which there is a good faith dispute);

(h) Shipper's ability to recover the costs of Rover's services through filings with regulatory agencies or otherwise to pass on such costs to its customers, as applicable; and/or

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

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

(A) Forms of Security. Shipper may select from the following forms of security and Rover shall not unreasonably discriminate in the forms of security it determines to accept from Shippers.

(1) Guaranty. A Shipper may provide a guaranty of financial performance in a form satisfactory to Rover from a corporate parent, corporate affiliate or a third party that meets the creditworthiness standards above.

(2) Deposit. A shipper may provide a cash deposit. If Rover is required to draw down these funds, Rover will notify Shipper and Shipper must replenish such funds within three (3) Business Days after receipt of such notice.
(3) Standby Irrevocable Letter of Credit drawn on a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A or Moody’s rating of at least A2 on its long-term unsecured debt securities.

(4) Security Interest in collateral found to be satisfactory to Rover.

(5) Other security acceptable to Rover.

(B) Collateral Requirements. Collateral required for non-creditworthy shippers shall be an amount sufficient to cover service as described below and a value for imbalance and loaned gas as specified below.

(1) Firm transportation Service Agreements – The amount of collateral for firm transportation Service Agreements must be sufficient to cover the reservation charges for the term of the Agreement, but not to exceed twelve (12) months.

(2) Interruptible Services - The amount of collateral for interruptible services shall be based upon the highest three (3) months of usage during the previous twelve (12) month period for all rates and charges. If the Shipper has not contracted for or utilized interruptible transportation during the previous 12 month period, Rover will establish the collateral requirement based upon Shipper’s estimated usage for a three (3) month period as determined by Shipper and Rover’s marketing representative.

(3) Imbalance and Loaned Gas. In addition to the collateral requirements set forth in Section 24.5(B)(1) and (2) above, Rover shall have the right to seek collateral to cover the value of any imbalance and/or loaned gas owed to Rover by a non-creditworthy Shipper. Rover may require collateral from a non-creditworthy Shipper for the value of imbalance Gas owed to Rover under Rate Schedules FTS and/or ITS. Such collateral amount shall equal the non-creditworthy Shipper’s largest monthly imbalance quantity owed to Rover over the most recent 12 month period valued at the Spot Index Price determined in accordance with Section 5.2(D) of these General Terms and Conditions. For a non-creditworthy Shipper with a new Service Agreement or a Service Agreement in effect for less than 12 months, the imbalance quantity shall be the greater of (i) 10% of Shipper’s estimated monthly usage as determined by Shipper and Rover’s marketing representative or (ii) Shipper’s largest monthly imbalance owed to Rover. The imbalance quantity shall be valued at the Spot Index Price determined in accordance with Section 5.2(D) of these General Terms and Conditions. The collateral requirement for loaned Gas associated with Rate Schedule GPS shall equal the maximum loaned quantity specified in Shipper’s Service Agreement valued at the Spot Index Price determined in accordance with Section 5.2(F) herein.
24.6 Security for New Lateral Facilities

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

24.7 Rover shall have the right to update Shipper’s credit file at any time after commencement of service. Such update may be conducted by Rover periodically and Shipper shall provide assistance and cooperation. If Rover concludes that a Shipper is non-creditworthy or if Shipper fails to maintain adequate assurance of future performance under Section 24.5 of these General Terms and Conditions, Rover shall provide Shipper an initial notice in writing that it has lost its creditworthiness status along with the reasons for such determination and that Shipper has five (5) Business Days after receipt of such initial notice, to provide Rover with security consistent with Section 24.5 of these General Terms and Conditions which is adequate to cover all charges for one Month’s advance service. A Shipper may challenge Rover’s determination by providing a written rebuttal to Rover’s explanation within ten (10) days after the initial notification and explanation is provided by Rover. Rover shall respond to such a rebuttal in writing within ten (10) days. Any reevaluation of creditworthiness by Rover in response to such a rebuttal by the Shipper shall be based on the creditworthiness criteria set out in Section 24.4 and shall be performed as provided in Section 24.4 of these General Terms and Conditions. If Rover determines after such reevaluation that Shipper is creditworthy, the security to cover all charges for one Month’s advance service shall be released to Shipper within five (5) Business Days after such determination. In the event Rover concludes after reevaluation that Shipper remains non-creditworthy, Shipper shall comply with the requirement in the initial notice to provide, within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, the means for adequate assurance of future performance, covering the full level of security provided for under Section 24.5 of these General Terms and Conditions. If the Shipper has not satisfied either requirement in the initial notice to provide specified security within five (5) Business Days or to provide the additional specified security within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, Rover may without further notice immediately suspend service to Shipper.
24.8 Any suspension of service hereunder shall continue until Rover is reasonably satisfied that Shipper is creditworthy under Section 24.2 or 24.4 of these General Terms and Conditions or until Shipper has provided adequate security under Section 24.5 of these General Terms and Conditions. A Shipper shall not be obligated to pay any reservation charges for suspended service attributable to the period when that service is suspended. During the period of suspension, such Shipper may not release or recall capacity.

24.9 In addition to suspension, Rover may terminate service if the Shipper fails to provide security consistent with Section 24.5 of these General Terms and Conditions no earlier than sixty (60) days after Rover has provided its initial notice to Shipper pursuant to Section 24.7 herein. Any such termination requires thirty (30) days’ prior notice to Shipper, Releasing Shipper, if any, and the Commission. To avoid termination, the Shipper must satisfy Section 24.5 of these General Terms and Conditions within this notice period. If the Service Agreement is terminated, Rover shall net and/or set off, as allowed by law, all positions calculated in accordance with the provisions of the applicable Rate Schedule (i.e., invoiced transportation amounts, invoiced imbalance amounts, park and loans, rate refunds, etc.) against outstanding account balances due the Shipper. Rover shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its System. Rover may not take any action under this Section 24 which conflicts with any order of the U. S. Bankruptcy Court.

24.10 At any time after a Shipper is determined to be non-creditworthy by Rover, the Shipper may request a creditworthiness reevaluation by Rover pursuant to NAESB WGQ Standard Nos. 0.3.8 and 0.3.9 as incorporated in Section 23 of these General Terms and Conditions. If Rover determines after such reevaluation that Shipper is creditworthy without security, any security requirements under Section 24.5 of these General Terms and Conditions shall be terminated and any deposit amounts shall be released to Shipper within five (5) Business Days after such determination.

24.11 Rover may agree with a Shipper in an executed precedent agreement, for service on new or expanded facilities to be constructed by Rover, to creditworthiness provisions which differ from one or more of the provisions in this Section 24, and which, in addition to the other provisions of this Section 24, govern service provided to the Shipper pursuant to the precedent agreement.
GENERAL TERMS AND CONDITIONS

25. RESERVATION CHARGE CREDIT

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

25.1 Non-force Majeure

(A) Eligible Quantity

(1) When Rover gives notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle for the Day, reservation charge credits shall apply to Shipper’s scheduled Quantity of gas from physical Primary Receipt Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Delivery Point) less the Quantity of gas delivered on Shipper’s Service Agreement for the Day.

(2) When Rover gives advance notice of unavailability of service due to an outage or scheduled maintenance before Shippers have submitted nominations for the day(s) of the outage, reservation charge credits for each day of the outage will be based on the average of the scheduled quantity from Shipper’s physical Primary Receipt Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Delivery Point) for the seven days prior to the announced outage, less the Quantity of gas delivered on Shipper’s Service Agreement for the Day of the outage.
When Rover has not given advance notice of an outage and reduces Shipper’s nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the Timely Nomination Cycle from physical Primary Receipt Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Delivery Point) less the Quantity of gas delivered on Shipper’s Service Agreement for the Day.

Rover shall provide reservation charge credits for primary firm service but not for alternate firm service. If Shipper nominates to or from Alternate Receipt or Delivery Points after Rover has given notice of the outage, Rover shall not provide reservation charge credits to the extent Rover provides such alternate firm service.

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

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

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

The grace period for a Force Majeure event shall be ten (10) full consecutive Days.

The Quantity of gas eligible for reservation charge crediting shall be based on the average of the scheduled quantity from Shipper’s physical Primary Receipt Points (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the
Quantity stated on Shipper’s Service Agreement Exhibit A for each physical Primary the Quantity of gas delivered on Shipper’s Service Agreement for the Day.

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

25.3 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Rover to Shipper, net of any amounts owed to Rover.

25.4 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Rover and Shipper may agree to a different reservation charge crediting methodology.
GENERAL TERMS AND CONDITIONS

26. POOLING

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

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

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

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

Rover has entered into agreements with other pipeline systems and may, from time to time, enter into additional agreements with other interstate or intrastate pipeline companies for off-system capacity. When Rover acquires off-system capacity, Rover will provide service to Shippers with the off-system capacity pursuant to Rover's open access tariff and subject to Rover's Commission approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 27, the "shipper must have title" requirement is waived. In addition, no segmentation will be permitted with any off-system capacity.
RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

28. NON-CONFORMING AGREEMENTS
# Part VII

## Form of Service Agreements

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Form of Service Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTS</td>
<td></td>
</tr>
<tr>
<td>ITS</td>
<td></td>
</tr>
<tr>
<td>GPS</td>
<td></td>
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<td>Capacity Release</td>
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</table>

**Filed:** February 20, 2015

**Effective:**
Rover Pipeline LLC
FERC NGA Gas Tariff
Original Volume No. 1

Part VII  Form of Service Agreement
Rate Schedule FTS
Pro Forma Version 2000.0.0

ROVER PIPELINE LLC (“ROVER”)
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT
DATED ____________
UNDER SUBPART_[B or G]_ OF PART 284
OF THE FERC’S REGULATIONS

CONTRACT NO. ____________

1. SHIPPER: ___________________________________________________________(hereinafter called “Shipper)

2. MDQ: ______________________________________________________________________

3. TERM: ____________________________________________________ [include begin date and end date of primary term and any applicable effective date, rollover, Right of First Refusal, or extension details].

4. Service will be ON BEHALF OF:
   _____ Shipper
   _____ Other: _________________________________, a __________________________

5. SHIPPER’S ADDRESS:

   [Shipper’s Name and Address for Notices and Invoices]________________________
   [Address for Invoice (if different)]________________________
   Attn: __________________________
   Email Address: __________________________

6. OTHER PROVISIONS:

   (a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Firm Transportation Service Agreement shall be in writing and shall be sent to the appropriate party at the relevant address set forth in this Firm Transportation Service Agreement, as may be revised from time to time.

   (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either ROVER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.
(c) **No Third Party Beneficiaries.** This Firm Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Firm Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ROVER or Shipper.

(d) **Conformance to Law.** It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission (“FERC”).

(e) **Effect of Tariff.** This Firm Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.

(f) **GOVERNING LAW.** THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

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

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

**Agreed to by:**

ROVER PIPELINE LLC

/s/:  _______________________________

NAME:  ________________________________

TITLE:  ________________________________

SHIPPER

/s/:  _______________________________

NAME:  ________________________________

TITLE:  ________________________________
EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

Shipper: ___________________________________

Contract No. : _____________

PRIMARY RECEIPT POINT(S):

<table>
<thead>
<tr>
<th>Point ID</th>
<th>Name/Location</th>
<th>County</th>
<th>State</th>
<th>Pressure (psig)</th>
<th>MDRO (Net of Fuel Reimbursement)</th>
</tr>
</thead>
</table>

Effective from: ________________ Through: ________________

SECONDARY RECEIPT POINT(S):
Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover’s Rate Schedule FTS.
EXHIBIT B
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

Shipper: ________________________________

Contract No.: ________________________

PRIMARY DELIVERY POINT(S):

<table>
<thead>
<tr>
<th>Point ID</th>
<th>Name/Location</th>
<th>County</th>
<th>State</th>
<th>(psig)</th>
<th>MDDO</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Effective from: __________________ Through: __________________

SECONDARY DELIVERY POINT(S):
Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover’s Rate Schedule FTS.
NEGOTIATED RATE AGREEMENT

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

Specification of Negotiated Rate:
ROVER PIPELINE LLC (“ROVER")
RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT
DATED ____________
UNDER SUBPART _[B or G]_ OF PART 284
OF THE FERC’S REGULATIONS

CONTRACT NO. ____________

1. SHIPPER: ___________________________________________________________ (hereinafter called “Shipper)

2. MDQ: _________________________________________________________________

3. TERM: ____________________________________________________________ [include begin date and end date of primary term and any applicable effective date, rollover, Right of First Refusal, or extension details].

4. Service will be ON BEHALF OF:
   
   _____ Shipper
   _____ Other: _________________________________, a __________________________

5. SHIPPER’S ADDRESS:

   [Shipper’s Name and Address for Notices and Invoices] ________________________________
   ____________________________________________________________
   ____________________________________________________________
   Attn: ____________________________________________________________
   Email Address: __________________________________________________

   [Address for Invoice (if different)]
   ____________________________________________________________
   ____________________________________________________________
   Attn: ____________________________________________________________

6. OTHER PROVISIONS:

   (a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Interruptible Transportation Service Agreement shall be in writing and shall be sent to the appropriate party at the relevant address set forth in this Interruptible Transportation Service Agreement, as may be revised from time to time.

   (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either ROVER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

Page 1 of 5

Filed: February 20, 2015

Effective:


(c) No Third Party Beneficiaries. This Interruptible Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Interruptible Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ROVER or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission (“FERC”).

(e) Effect of Tariff. This Interruptible Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.

(f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

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

7. The above-stated Rate Schedule, as revised from time to time, controls this Interruptible Transportation Service Agreement and is incorporated herein. The attached Exhibits A and B, and C (if applicable), are incorporated by reference and made a part of this Interruptible Transportation Service Agreement.

Agreed to by:

ROVER PIPELINE LLC

/\s/: ________________________________
NAME: ________________________________
TITLE: ________________________________

SHIPPER

/\s/: ________________________________
NAME: ________________________________
TITLE: ________________________________
EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS
Between
ROVER PIPELINE LLC

and _____________________________________

Contract No. _____________

Effective Date: _________________________
Supersedes Exhibit A dated: _________________________

Maximum Daily Quantity for each specified period of the Agreement:

Effective from _________________ through _________________ : __________ Dt.
EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS

Interruptible Points of Receipt

<table>
<thead>
<tr>
<th>Seq. No.</th>
<th>Received From</th>
<th>Location</th>
<th>County</th>
<th>State</th>
<th>Meter No.</th>
</tr>
</thead>
</table>

Description of Facilities

<table>
<thead>
<tr>
<th>Seq. No.</th>
<th>Existing/Proposed</th>
<th>Zone</th>
<th>Operated and Maintained by</th>
<th>Atmos. Pres. (Psia)</th>
</tr>
</thead>
</table>

Additionally, all Points of Receipt on Rover’s Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.
EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS

Interruptible Points of Delivery

<table>
<thead>
<tr>
<th>Seq. No.</th>
<th>Delivered To</th>
<th>Location</th>
<th>County</th>
<th>State</th>
<th>Meter No.</th>
</tr>
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Description of Facilities

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<tr>
<th>Seq. No.</th>
<th>Existing/ Proposed</th>
<th>Zone</th>
<th>Operated and Maintained by</th>
<th>Atmos. Pres. (Psia)</th>
</tr>
</thead>
</table>

Additionally, all Points of Delivery on Rover’s Master Delivery Point List, as posted and as updated from time to time, are not incorporated by reference herein.
ROVER PIPELINE LLC (“ROVER”)  
RATE SCHEDULE GPS  
GAS PARKING SERVICE  
FORM OF SERVICE AGREEMENT  
DATED ____________  
UNDER SUBPART [:B or G:] OF PART 284  
OF THE FERC’S REGULATIONS  

CONTRACT NO. ____________

1. SHIPPER: ___________________________________________________________ (hereinafter called “Shipper)  

2. MDQ:  ________________________________________________________________________  

3. TERM: ________________________________________________________________________ [include begin date and end date of primary term and any applicable effective date, rollover, Right of First Refusal, or extension details].  

4. Service will be ON BEHALF OF:  

   _____ Shipper  
   _____ Other: __________________________________, a __________________________  

5. SHIPPER’S ADDRESS:  

   [Shipper’s Name and Address for Notices and Invoices] __________________________________________  
   [Address for Invoice (if different)] __________________________________________  
   ____________________________________________________________  
   ____________________________________________________________  
   ____________________________________________________________  
   ____________________________________________________________  
   Attn: ___________________________________________________________  
   Attn: ___________________________________________________________  
   Email Address: ____________________________________________________  

6. OTHER PROVISIONS:  

   (a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Gas Parking Service Agreement shall be in writing and shall be sent to the appropriate party at the relevant address set forth in this Gas Parking Service Agreement, as may be revised from time to time.  

   (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either ROVER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.
(c) **No Third Party Beneficiaries.** This Gas Parking Service Agreement shall not create any rights in any third parties, and no provision of this Gas Parking Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ROVER or Shipper.

(d) **Conformance to Law.** It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission (“FERC”).

(e) **Effect of Tariff.** This Gas Parking Service Agreement shall at all times be subject to all applicable provisions of the Tariff.

(f) **GOVERNING LAW.** THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS GAS PARKING SERVICE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

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

7. The above-stated Rate Schedule, as revised from time to time, controls this Gas Parking Service Agreement and is incorporated herein. The attached Exhibits A and B, and C (if applicable), are incorporated by reference and made a part of this Gas Parking Service Agreement.

Agreed to by:

ROVER PIPELINE LLC
/s/: ________________________________
NAME: ____________________________
TITLE: ______________________________

SHIPPER
/s/: ________________________________
NAME: ____________________________
TITLE: ______________________________
EXHIBIT A
Agreement
For Gas Parking Service
Under Rate Schedule GPS
Between
ROVER PIPELINE LLC

and ____________________________________

Contract No. __________

Effective Date: ________________________
Supersedes Exhibit A dated: ________________

Effective from _______________ through ________________ :

Maximum Parked Quantity ________ Dt

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

<table>
<thead>
<tr>
<th>Pool Point</th>
<th>Pooling Transportation Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. __________

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

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

(herinafter called "Shipper").

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

ARTICLE 1 - SERVICE

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

ARTICLE 2 - TERM

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

ARTICLE 3 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the
applicable Rate Schedule and the General Terms and Conditions of Rover's Tariff, as such may be
modified, supplemented, superseded or replaced generally or as to the service hereunder. Rover
reserves the right from time to time to unilaterally file and to make effective any such changes in the
provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the
applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate
Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference
incorporated in their entirety into this Agreement and made an integral part hereof.
IN WITNESS WHEREOF, both Rover and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER ______________________________________________________________

By: ____________________________________________________________________________

__________________________________________
(Please type or print name)

Title: __________________________________________________________________________

EXECUTED __________________________, __________
(Date)

ROVER PIPELINE LLC

By: ____________________________________________________________________________

__________________________________________
(Please type or print name)

Title: __________________________________________________________________________

EXECUTED __________________________, __________
(Date)
EXHIBIT A
Capacity Release Agreement No. _____
Addendum No. __
Capacity Release
Service Agreement
Between
Rover Pipeline LLC
and

______________________________

Releasing Shipper
Contract No. ________________
Rate Schedule ________________

Original Releasing
Shipper Contract No. _________
Regulation __________________

Replacement Shipper's
Maximum Daily Quantity (Dt) ________________

Permanent or Temporary Release __________________

Conditions of Recall ______________________________

Term of Release
Begin _________________________ End ______________________________

Reservation Rate (including applicable surcharges) ________________

Other Conditions
EXHIBIT A

Capacity Release Agreement No. _______
Addendum No. ______

CAPACITY RIGHTS
Points of Receipt

<table>
<thead>
<tr>
<th>Zone</th>
<th>Received From</th>
<th>Location</th>
<th>County</th>
<th>State</th>
<th>Meter No.</th>
<th>Quantity</th>
</tr>
</thead>
</table>

Secondary Points of Receipt

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

Capacity Release Agreement No._______
Addendum No. ____
Capacity Release

Points of Delivery

<table>
<thead>
<tr>
<th>Zone</th>
<th>Delivered To</th>
<th>Location</th>
<th>County</th>
<th>State</th>
<th>Meter No.</th>
<th>Quantity</th>
</tr>
</thead>
</table>

Secondary Points of Delivery

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