



May 19, 2016

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

Re: OEP/DPC/CB-2
Rover Pipeline LLC
FERC Docket No. CP15-93-000
Rover Pipeline Project
Response to FERC Data Request issued May 12, 2016

Dear Ms. Bose:

Rover Pipeline LLC ("Rover") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission" or "FERC") its Response to a FERC Data Request issued May 12, 2016, in the above mentioned docket for the Rover Pipeline Project.

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. 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: Mr. Jerry Pederson, Director, Office of Energy Projects
Ms. Stefanie R. Schumacher, Office of Energy Projects

CERTIFICATE OF SERVICE

In accordance with the requirements of Section 385.2010 of the Commission's Rules of Practice and Procedures, I hereby certify that I have this day caused a copy of the foregoing document to be served upon each person designated on the official service list compiled by the Commission's Secretary in this proceeding.

/s/ Kelly Allen

Mr. Kelly Allen, Manager
Regulatory Affairs Department
Rover Pipeline LLC
(713) 989-2606

OATH STATEMENT

In accordance with the requirements of Section 385.2005 of the Commission's Rules of Practice and Procedures, Kelly Allen, being duly sworn on his oath, states that he is a Manager in the Regulatory Affairs Department for Rover Pipeline LLC, and states that he has read the foregoing responses to the May 12, 2016 FERC Data Request issued in Docket No. CP15-93-000, and that after reasonable diligence and review, the information and statements provided in the responses are true, complete, and accurate to the best of his knowledge, information, and belief, and that he has full power and authority to sign this filing.

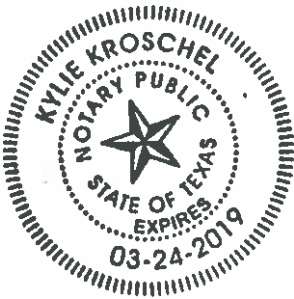
Kelly Allen

Mr. Kelly Allen, Manager
Regulatory Affairs Department
Rover Pipeline LLC
(713) 989-2606

Subscribed and sworn to before me this 17th day of May 2016.

Name: Kylie Kroschel
Title: Notary Public in the State of Texas

My Commission Expires: 03/24/2019



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1. Please provide the following information:
 - a. Please indicate whether or not shippers will be permitted to request open access firm or interruptible transportation service, and receive transportation service if capacity is available, for each of the following transportation paths. If shippers may not request or Rover will not provide service if operationally feasible for each of these paths, please explain why any such limitation is consistent with the Commission's open access principles, specifically Sections 284.7 and 284.9 of the regulations.
 - i. Mainline Zone to Supply Zone;
 - ii. Market Zone South to Mainline Zone;
 - iii. Market Zone South to Supply Zone;
 - iv. Market Zone South to Market Zone North;
 - v. Market Zone North to Market Zone South;
 - vi. Market Zone North to Mainline Zone;
 - vii. Market Zone North to Supply Zone; and
 - viii. Within each zone (Intra-zonal)
 - b. Please indicate whether or not firm shippers will be permitted to nominate, and Rover schedule, if operationally feasible, secondary receipt and delivery points within their transportation paths. If shippers may not nominate or Rover will not provide service if operationally feasible, please provide a justification for such limitations.

Response:

- a.
 - i. Yes, if operationally feasible.
 - ii. Yes, if operationally feasible.
 - iii. Yes, if operationally feasible.
 - iv. Yes, if operationally feasible.
 - v. Yes, if operationally feasible.
 - vi. Yes, if operationally feasible.
 - vii. Yes, if operationally feasible.
 - viii. Yes, if operationally feasible.
- b. Yes, if operationally feasible.

Prepared By:

L. J. Biediger
Sr. Director, Rates and Regulatory Affairs
(713) 989-7670

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2. If Rover responds in the affirmative to any part of Questions ~~21a~~ or ~~21c~~, please identify the transportation rates applicable for each transportation path identified in Question ~~21a~~. Please provide supporting citations for each rate to Rover's proposed tariff records.¹

Response:

See Attachment_Staff-Rover-2.pdf. Rover has included a Market Zone North to Market Zone South rate that previously was not included on the proposed tariff records, as well as Market Zone North only, Market Zone South only and Mainline only rates. The *pro forma* tariff records included in the certificate application as Exhibit P – Part II, contain language that would contemplate Rover allowing for backhauls within Section 3.2(C)(4) of the General Terms and Conditions, which states “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 addition, a separate backhaul fuel reimbursement percentage rate is stated on the tariff rate sheets for both Rate Schedules FTS and ITS. However, to further clarify this item, Rover proposes to include additional tariff language in its proposed tariff records. Specifically, Rover proposes to add Section 3.9 to proposed Rate Schedule FTS, and Section 3.6 to proposed Rate Schedule ITS, which states that Rover shall perform backhauls to the extent capacity is available and that they shall be subject to the maximum and minimum rates under the respective rate schedules.

Prepared By:

L. J. Biediger
Sr. Director, Rates and Regulatory Affairs
(713) 989-7670

¹ The strike-through for the number 2, and replaced with the highlighted number 1 is to correct typos in the published version of the FERC Data Request, as corrected by FERC staff on May 13, 2016.

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3. Is it Rover's intent to file a revised *pro forma* tariff record that reflects a complete set of rates as required by the Commission's regulations? If yes, please provide an estimate when Rover intends to amend its certificate filing to propose revised proposed initial rates and tariff provisions.

Response:

Yes. Rover is filing, concurrently herewith, a revised *pro forma* tariff record that reflects a complete set of rates as required by the Commission's regulations.

Prepared By:

L. J. Biediger
Sr. Director, Rates and Regulatory Affairs
(713) 989-7670

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4. If Rover intends to amend its certificate filing and propose revised initial rates and tariff provisions, Rover is reminded that it is required to fully support its proposal as consistent with Parts 157 and 284 of the Commission's regulations and the Commission's open access transportation policies. The regulations include but are not limited to:
- a. 18 C.F.R. 284.7(b)(1) – provides that an interstate pipeline must provide transportation service without undue discrimination, or preference in prices;
 - b. 18 C.F.R. 284.10(c)(3)(ii) – provides any open access transportation rate must reasonably reflect any material variation in the cost of providing the service due to the distance over which the transportation is provided;
 - c. 18 C.F.R. 284.7(b)(3) – provides that pipelines may not inhibit the development of market centers; and
 - d. 18 C.F.R. 284.7(d) and 284.221(g) and (h) – provides that pipelines must permit firm shippers to segment their firm capacity.

Further, if Rover proposes to amend its certificate application and revise its proposed initial rates, Rover is required to provide supporting documentation in electronic format as instructed in the Commission's June 11, 2015 data request.

Response:

Rover's *pro forma* Tariff, as amended, fully complies with the Commission's regulations, including but not limited to those identified above in (a) through (d). See also response to Data Request No. Staff-Rover-3.

Prepared By:

L. J. Biediger
Sr. Director, Rates and Regulatory Affairs
(713) 989-7670

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.

	Maximum Rate Per Dt -----	Minimum Rate Per Dt -----	Fuel Reimbursement -----
Supply Zone to Market Zone South			
Reservation Rate	\$24.9179	-	-
Usage Rate (1)	0.0193	\$ 0.0193	0.88% (3)
Overrun Rate (2)	0.8192	-	-
Supply Zone to Mainline Zone			
Reservation Rate	\$15.5488	-	-
Usage Rate (1)	0.0009	\$ 0.0009	0.88% (3)
Overrun Rate (2)	0.5112	-	-
Supply Zone only			
Reservation Rate	\$ 3.5129	-	-
Usage Rate (1)	0.0002	\$ 0.0002	0.39% (3)
Overrun Rate (2)	0.1155	-	-
Mainline Zone to Market Zone South			
Reservation Rate	\$21.4050	-	-
Usage Rate (1)	0.0191	\$ 0.0191	0.49% (3)
Overrun Rate (2)	0.7037	-	-
Mainline Zone only			
Reservation Rate	\$12.0359	-	-
Usage Rate (1)	0.0007	\$ 0.0007	0.49% (3)
Overrun Rate (2)	0.3957	-	-
Market Zone South only			
Reservation Rate	\$ 9.3691	-	-
Usage Rate (1)	0.0184	\$ 0.0184	0.00% (3)
Overrun Rate (2)	0.3080	-	-

- (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 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.

	Maximum Rate Per Dt -----	Minimum Rate Per Dt -----	Fuel Reimbursement -----
Supply Zone to Market Zone North			
Reservation Rate	\$29.9429	-	-
Usage Rate (1)	0.0151	\$ 0.0151	1.17% (4)
Overrun Rate (2)	0.9844	-	-
Supply Zone to Market Zone South			
Reservation Rate	\$28.3624	-	-
Usage Rate (1)	0.0195	\$ 0.0195	0.91% (4)
Overrun Rate (2)	0.9325	-	-
Supply Zone to Mainline Zone			
Reservation Rate	\$18.9933	-	-
Usage Rate (1)	0.0011	\$ 0.0011	0.91% (4)
Overrun Rate (2)	0.6244	-	-
Supply Zone only			
Reservation Rate	\$ 6.9574	-	-
Usage Rate (1)	0.0004	\$ 0.0004	0.42% (4)
Overrun Rate (2)	0.2287	-	-
Mainline Zone to Market Zone North			
Reservation Rate	\$22.9855	-	-
Usage Rate (1)	0.0147	\$ 0.0147	0.75% (4)
Overrun Rate (2)	0.7557	-	-
Mainline Zone to Market Zone South			
Reservation Rate	\$21.4050	-	-
Usage Rate (1)	0.0191	\$ 0.0191	0.49% (4)
Overrun Rate (2)	0.7037	-	-
Mainline Zone only			
Reservation Rate	\$12.0359	-	-
Usage Rate (1)	0.0007	\$ 0.0007	0.49% (4)
Overrun Rate (2)	0.3957	-	-
Market Zone North to Market Zone South			
Reservation Rate (3)	\$20.3187	-	-
Usage Rate (1)	0.0324	\$ 0.0324	0.26% (4)
Overrun Rate (2)	0.6680	-	-
Market Zone North only			
Reservation Rate	\$10.9496	-	-
Usage Rate (1)	0.0140	\$ 0.0140	0.26% (4)
Overrun Rate (2)	0.3600	-	-
Market Zone South only			
Reservation Rate	\$ 9.3691	-	-
Usage Rate (1)	0.0184	\$ 0.0184	0.00% (4)
Overrun Rate (2)	0.3080	-	-

- (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 additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
- (4) 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.

	Maximum Rate Per Dt -----	Minimum Rate Per Dt -----	Fuel Reimbursement -----
Supply Zone to Market Zone South Usage Rate (1)	\$ 0.8385	\$ 0.0193	0.88% (2)
Supply Zone to Mainline Zone Usage Rate (1)	\$ 0.5121	\$ 0.0009	0.88% (2)
Supply Zone only Usage Rate (1)	\$ 0.1157	\$ 0.0002	0.39% (2)
Mainline Zone to Market Zone South Usage Rate (1)	\$ 0.7228	\$ 0.0191	0.49% (2)
Mainline Zone only Usage Rate (1)	\$ 0.3964	\$ 0.0007	0.49% (2)
Market Zone South only Usage Rate (1)	\$ 0.3264	\$ 0.0184	0.00% (2)

- (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 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.

	Maximum Rate Per Dt -----	Minimum Rate Per Dt -----	Fuel Reimbursement -----
Supply Zone to Market Zone North Usage Rate (1)	\$ 0.9995	\$ 0.0151	1.17% (3)
Supply Zone to Market Zone South Usage Rate (1)	\$ 0.9519	\$ 0.0195	0.91% (3)
Supply Zone to Mainline Zone Usage Rate (1)	\$ 0.6255	\$ 0.0011	0.91% (3)
Supply Zone only Usage Rate (1)	\$ 0.2291	\$ 0.0004	0.42% (3)
Mainline Zone to Market Zone North Usage Rate (1)	\$ 0.7704	\$ 0.0147	0.75% (3)
Mainline Zone to Market Zone South Usage Rate (1)	\$ 0.7228	\$ 0.0191	0.49% (3)
Mainline Zone only Usage Rate (1)	\$ 0.3964	\$ 0.0007	0.49% (3)
Market Zone North to Market Zone South Usage Rate (1) (2)	\$ 0.7004	\$ 0.0324	0.26% (3)
Market Zone North only Usage Rate (1)	\$ 0.3740	\$ 0.0140	0.26% (3)
Market Zone South only Usage Rate (1)	\$ 0.3264	\$ 0.0184	0.00% (3)

- (1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20
- (2) Excludes additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
- (3) 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.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)
<u>Effective December 1, 2016 through May 31, 2017</u>		
Daily Parking Rate	\$ 0.5121	\$ 0.0009
<u>Effective June 1, 2017</u>		
Daily Parking Rate	\$ 0.6255	\$ 0.0011

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.

- 3.9 Rover shall perform backhauls hereunder to the extent firm capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule FTS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule FTS.

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.

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

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 IT 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.

- 3.6 Rover shall perform backhauls hereunder to the extent capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule ITS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule ITS.

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.

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.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)	Fuel Reimbursement ----- (3)
<u>Effective December 1, 2016 through May 31, 2017</u>			
<u>Supply Zone only</u>			
Reservation Rate	\$ 3.5129	-	-
Usage Rate (1)	0.0002	\$ 0.0002	0.39% (3)
Overrun Rate (2)	0.1155	-	-
<u>Supply Zone to Mainline Zone</u>			
Reservation Rate	\$15.5488	-	-
Usage Rate (1)	0.0009	\$ 0.0009	0.88% (3)
Overrun Rate (2)	0.5112	-	-
<u>Supply Zone to Market Zone South</u>			
Reservation Rate	\$24.9179	-	-
Usage Rate (1)	0.0193	\$ 0.0193	0.88% (3)
Overrun Rate (2)	0.8192	-	-
<u>Effective June 1, 2017</u>			
<u>Supply Zone only</u>			
Reservation Rate	\$ 6.9574	-	-
Usage Rate (1)	0.0004	\$ 0.0004	0.42% (3)
Overrun Rate (2)	0.2287	-	-
<u>Supply Zone to Mainline Zone</u>			
Reservation Rate	\$18.9933	-	-
Usage Rate (1)	0.0011	\$ 0.0011	0.91% (3)
Overrun Rate (2)	0.6244	-	-
<u>Supply Zone to Market Zone North</u>			
Reservation Rate	\$29.9429	-	-
Usage Rate (1)	0.0021	\$ 0.0021	1.17% (3)
Overrun Rate (2)	0.9844	-	-
<u>Supply Zone to Market Zone South</u>			
Reservation Rate	\$28.3624	-	-
Usage Rate (1)	0.0195	\$ 0.0195	0.91% (3)
Overrun Rate (2)	0.9325	-	-
<u>Supply Zone to Market Zone South</u>			
Reservation Rate	\$24.9179	-	-
Usage Rate (1)	0.0193	\$ 0.0193	0.88% (3)
Overrun Rate (2)	0.8192	-	-
<u>Supply Zone to Mainline Zone</u>			
Reservation Rate	\$15.5488	-	-
Usage Rate (1)	0.0009	\$ 0.0009	0.88% (3)
Overrun Rate (2)	0.5112	-	-
<u>Supply Zone only</u>			

<u>Reservation Rate</u>	\$ 3.5129	-	-
<u>Usage Rate (1)</u>	0.0002	\$ 0.0002	0.39% (3)
<u>Overrun Rate (2)</u>	0.1155	-	-
<u>Mainline Zone to Market Zone South</u>			
<u>Reservation Rate</u>	\$21.4050	-	-
<u>Usage Rate (1)</u>	0.0191	\$ 0.0191	0.49% (3)
<u>Overrun Rate (2)</u>	0.7037	-	-
<u>Mainline Zone only</u>			
<u>Reservation Rate</u>	\$12.0359	-	-
<u>Usage Rate (1)</u>	0.0007	\$ 0.0007	0.49% (3)
<u>Overrun Rate (2)</u>	0.3957	-	-
<u>Market Zone South only</u>			
<u>Reservation Rate</u>	\$ 9.3691	-	-
<u>Usage Rate (1)</u>	0.0184	\$ 0.0184	0.00% (3)
<u>Overrun Rate (2)</u>	0.3080	-	-

- (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 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.

	<u>Maximum</u> <u>Rate</u>	<u>Minimum</u> <u>Rate</u>	<u>Fuel</u> <u>Reimbursement</u>
	<u>Per Dt</u>	<u>Per Dt</u>	
	-----	-----	-----
<u>Supply Zone to Market Zone North</u>			
Reservation Rate	\$29.9429	-	-
Usage Rate (1)	0.0151	\$ 0.0151	1.17% (4)
Overrun Rate (2)	0.9844	-	-
<u>Supply Zone to Market Zone South</u>			
Reservation Rate	\$28.3624	-	-
Usage Rate (1)	0.0195	\$ 0.0195	0.91% (4)
Overrun Rate (2)	0.9325	-	-
<u>Supply Zone to Mainline Zone</u>			
Reservation Rate	\$18.9933	-	-
Usage Rate (1)	0.0011	\$ 0.0011	0.91% (4)
Overrun Rate (2)	0.6244	-	-
<u>Supply Zone only</u>			
Reservation Rate	\$ 6.9574	-	-
Usage Rate (1)	0.0004	\$ 0.0004	0.42% (4)
Overrun Rate (2)	0.2287	-	-
<u>Mainline Zone to Market Zone North</u>			
Reservation Rate	\$22.9855	-	-
Usage Rate (1)	0.0147	\$ 0.0147	0.75% (4)
Overrun Rate (2)	0.7557	-	-
<u>Mainline Zone to Market Zone South</u>			
Reservation Rate	\$21.4050	-	-
Usage Rate (1)	0.0191	\$ 0.0191	0.49% (4)
Overrun Rate (2)	0.7037	-	-
<u>Mainline Zone only</u>			
Reservation Rate	\$12.0359	-	-
Usage Rate (1)	0.0007	\$ 0.0007	0.49% (4)
Overrun Rate (2)	0.3957	-	-
<u>Market Zone North to Market Zone South</u>			
Reservation Rate (3)	\$20.3187	-	-
Usage Rate (1)	0.0324	\$ 0.0324	0.26% (4)
Overrun Rate (2)	0.6680	-	-
<u>Market Zone North only</u>			
Reservation Rate	\$10.9496	-	-
Usage Rate (1)	0.0140	\$ 0.0140	0.26% (4)
Overrun Rate (2)	0.3600	-	-
<u>Market Zone South only</u>			
Reservation Rate	\$ 9.3691	-	-
Usage Rate (1)	0.0184	\$ 0.0184	0.00% (4)
Overrun Rate (2)	0.3080	-	-

- (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 additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
 (4) 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.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)	Fuel Reimbursement ----- (3)
<u>Effective December 1, 2016 through May 31, 2017</u>			
Supply Zone only			
Usage Rate (1)	\$ 0.1157	\$ 0.0002	0.39% (2)
Supply Zone to Mainline Zone			
Usage Rate (1)	\$ 0.5121	\$ 0.0009	0.88% (2)
Supply Zone to Market Zone South			
Usage Rate (1)	\$ 0.8385	\$ 0.0193	0.88% (2)
<u>Effective June 1, 2017</u>			
Supply Zone only 4			
Usage Rate (1)	\$ 0.2291	\$ 0.0004	0.42% (2)
Supply Zone to Mainline Zone			
Usage Rate (1)	\$ 0.6255	\$ 0.0011	0.91% (2)
Supply Zone to Market Zone North			
Usage Rate (1)	\$ 0.9865	\$ 0.0021	1.17% (2)
Supply Zone to Market Zone South			
Usage Rate (1)	\$ 0.9520	\$ 0.0195	0.91% (2)
Supply Zone to Market Zone South			
Usage Rate (1)	\$ 0.8385	\$ 0.0193	0.88% (2)
Supply Zone to Mainline Zone			
Usage Rate (1)	\$ 0.5121	\$ 0.0009	0.88% (2)
Supply Zone only			
Usage Rate (1)	\$ 0.1157	\$ 0.0002	0.39% (2)
Mainline Zone to Market Zone South			
Usage Rate (1)	\$ 0.7228	\$ 0.0191	0.49% (2)
Mainline Zone only			
Usage Rate (1)	\$ 0.3964	\$ 0.0007	0.49% (2)
Market Zone South only			
Usage Rate (1)	\$ 0.3264	\$ 0.0184	0.00% (2)

(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 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.

	<u>Maximum</u> <u>Rate</u> <u>Per Dt</u> <u>-----</u>	<u>Minimum</u> <u>Rate</u> <u>Per Dt</u> <u>-----</u>	<u>Fuel</u> <u>Reimbursement</u> <u>-----</u>
<u>Supply Zone to Market Zone North</u>			
Usage Rate (1)	\$ 0.9995	\$ 0.0151	1.17% (3)
<u>Supply Zone to Market Zone South</u>			
Usage Rate (1)	\$ 0.9519	\$ 0.0195	0.91% (3)
<u>Supply Zone to Mainline Zone</u>			
Usage Rate (1)	\$ 0.6255	\$ 0.0011	0.91% (3)
<u>Supply Zone only</u>			
Usage Rate (1)	\$ 0.2291	\$ 0.0004	0.42% (3)
<u>Mainline Zone to Market Zone North</u>			
Usage Rate (1)	\$ 0.7704	\$ 0.0147	0.75% (3)
<u>Mainline Zone to Market Zone South</u>			
Usage Rate (1)	\$ 0.7228	\$ 0.0191	0.49% (3)
<u>Mainline Zone only</u>			
Usage Rate (1)	\$ 0.3964	\$ 0.0007	0.49% (3)
<u>Market Zone North to Market Zone South</u>			
Usage Rate (1) (2)	\$ 0.7004	\$ 0.0324	0.26% (3)
<u>Market Zone North only</u>			
Usage Rate (1)	\$ 0.3740	\$ 0.0140	0.26% (3)
<u>Market Zone South only</u>			
Usage Rate (1)	\$ 0.3264	\$ 0.0184	0.00% (3)

- (1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20
 (2) Excludes additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
 (3) 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.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)
<u>Effective December 1, 2016 through May 31, 2017</u>		
Daily Parking Rate	\$ 0.5121	\$ 0.0009
<u>Effective June 1, 2017</u>		
Daily Parking Rate	\$ 0.6255	\$ 0.0011

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.

3.9 Rover shall perform backhauls hereunder to the extent firm capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule FTS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule FTS.

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.

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

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 IT 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.

3.6 Rover shall perform backhauls hereunder to the extent capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule ITS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule ITS.

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.