



May 30, 2017

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

Re: Trunkline Gas Company, LLC
Docket No. RP17-
Non-Conforming Agreement with Negotiated Rate Filing
In Compliance with Docket Nos. CP15-93-000, *et. al.*

Dear Ms. Bose:

In compliance with the Federal Energy Regulatory Commission's (Commission) Order Issuing Certificates issued February 2, 2017 in Docket Nos. CP15-93-000, *et. al.*, (Order), Trunkline Gas Company, LLC (Trunkline) hereby submits for filing with the Federal Energy Regulatory Commission (Commission), the following tariff records to its FERC NGA Gas Tariff, Original Volume No. 1-A (Tariff), proposed to become effective July 1, 2017, the anticipated effective date of the non-conforming agreement coincident with the in-service date of the Trunkline Backhaul Project and the Rover Pipeline Project.

<u>Version</u>	<u>Description</u>	<u>Title</u>
2.0.0	Table of Contents	Filed Service Agreements
0.0.0	Contract No. 33251	Rover Pipeline LLC
0.0.0	Exhibit A	Contract No. 33251
0.0.0	Exhibit B	Contract No. 33251
0.0.0	Exhibit C	Contract No. 33251

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission's Regulations, is to file herein one Rate Schedule FT non-conforming negotiated rate service agreement with Rover Pipeline LLC (Rover).

Trunkline proposed in Docket No. CP15-96-000 to construct pipeline modifications and minor interconnect modifications to increase north-to-south capacity on the Trunkline pipeline system to meet the demand for additional transportation capacity to deliver natural gas to the Midwest and Gulf Coast market areas (Trunkline Backhaul Project). Trunkline executed a precedent agreement with Rover for the entire 750,000 Dth/d of firm service created by this project. The Order authorized the construction of the Trunkline Backhaul Project as well as the related Rover Pipeline Project and the Panhandle Backhaul Project.

Rover agreed to pay Trunkline's existing maximum recourse rates, however, the reservation rate is fixed for the duration of the service agreement thus rendering it a negotiated rate. Consistent with the Commission's negotiated rate policies and in compliance with the Order (P 86), Trunkline files herein the negotiated rate agreement with Rover.

The purpose of the service agreement between Trunkline and Rover is to provide off-system capacity for the Rover pipeline. As such, the term for the Trunkline/Rover service agreement should match the longest term for the Rover shipper agreements that will transport on this off-system capacity. Two service agreements for Rover's underlying shippers have a term of 15 years plus a unilateral right to extend all or part of the Maximum Daily Quantity for up to four consecutive five-year period(s) upon six months notice prior to the expiration of the primary term or any extended term. Trunkline has granted Rover this same term with a notice period of 5 months so Rover can extend the capacity it needs to fulfill its shippers' extension quantities. The Commission has found in unique circumstances regarding new construction that granting anchor shippers special rights in order to secure their support for a new infrastructure project is permissible and not unduly discriminatory. For the same reasons, Trunkline requests that the Commission find the parallel extension rights in the Trunkline/Rover service agreement to be a permissible material deviation.

Concurrent with this filing Trunkline is submitting a tariff record in Trunkline's Fourth Revised Volume No. 1 to list the agreement filed herein on tariff record GT&C Section 26. Non-Conforming Agreements. A marked version of the executed service agreement as compared to the form of service agreement in Trunkline's Fourth Revised Volume No. 1 Tariff is included in Appendix A herein.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Trunkline requests that the proposed tariff records submitted herewith be accepted effective July 1, 2017, the anticipated effective date of the non-conforming service agreement filed herein coincident with the in-service date of the Trunkline Backhaul Project and the Rover Pipeline Project. Trunkline reserves the right to move the tariff records into effect in the event any change to the proposed tariff records may be ordered by the Commission.

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Michael T. Langston¹
Vice President
Chief Regulatory Officer
Trunkline Gas Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Kevin Erwin¹
Associate General Counsel
Trunkline Gas Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2745
(713) 989-1189 (Fax)
kevin.erwin@energytransfer.com

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

Deborah A. Bradbury^{1 2}

Sr. Director, Regulatory Tariffs & Reporting
Trunkline Gas Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7571
(713) 989-1205 (Fax)
debbie.bradbury@energytransfer.com

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The eTariff XML filing package contains:

- The proposed tariff records in RTF format with metadata attached
- This transmittal letter in PDF format
- A clean version of the proposed tariff records in PDF format for publishing in eLibrary
- A marked version of the proposed tariff changes pursuant to Section 154.201(a) of the Commission's regulations
- Appendix A shows the executed service agreement compared to the form of service agreement for Rate Schedule FT in Trunkline's Original Volume No. 1 tariff in PDF format
- A copy of the complete filing in PDF format for publishing in eLibrary.

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Trunkline's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on all parties to the service list in Docket No. CP15-96-000, jurisdictional customers and interested state regulatory agencies. Trunkline has posted a copy of this filing on its Internet web site accessible via <http://tgcmessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents; the contents are true as stated, to the best of her knowledge and belief; and the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE GAS COMPANY, LLC

/s/ Deborah A. Bradbury

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

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

TABLE OF CONTENTS
FILED SERVICE AGREEMENTS

Contract 24531	DCP South Central Texas LLC
Exhibit A	Contract 24531
Exhibit B	Contract 24531
Exhibit C	Contract 24531
Assignment	Contract 24531
Contract 33251	Rover Pipeline LLC
Exhibit A	Contract 33251
Exhibit B	Contract 33251
Exhibit C	Contract 33251

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on July 1, 2017

(Version 0.0.0, Contract No. 33251) Rover Pipeline LLC

Option Code "A"

**RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT**

CONTRACT NO. 33251

THIS AGREEMENT is made effective as of the 16th day of February, 2017, by and between;

TRUNKLINE GAS COMPANY, LLC, (hereinafter called "Trunkline"), a Delaware Limited Liability Company,

and

ROVER PIPELINE LLC.

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102(284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) X

In consideration of the mutual covenants and agreements as herein set forth, both Trunkline and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

Trunkline agrees to receive at the Points of Receipt and deliver at the Points of Delivery, on a firm basis, Quantities of Natural Gas up to the daily Quantity (Dt), which shall constitute the Maximum Daily Quantity, stated on Exhibit A.

The Maximum Daily Quantity is stated in delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Trunkline's Rate Schedule FT.

Exhibit A hereto states the Points of Receipt and Points of Delivery. Exhibit A may be revised from time to time by written agreement between Trunkline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Quantity shall be assigned among the primary Points of Receipt set out on Exhibit A, as well as among the primary Points of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

Trunkline shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated below.

This agreement shall become effective (the "Effective Date") upon the later of 1) the in-service of the Panhandle Eastern Pipe Line Company, LP ("Panhandle") Backhaul Project as authorized in FERC Docket No. CP15-94, 2) the in-service of the Trunkline Gas Company, LLC ("Trunkline") Backhaul Project as authorized in FERC Docket No. CP15-96, and 3) the in-service of the Rover Pipeline LLC ("Rover") facilities necessary to allow gas to flow from Rover's Supply Zone to the proposed interconnection between Rover and Panhandle near Defiance, Ohio as authorized in FERC Docket No. CP15-93. The primary term shall be from the Effective Date through fifteen (15) years thereafter (the "Primary Term"). Shipper has a right, exercisable no later than five (5) months prior to the end of the Primary Term or any extended term, to extend the term with respect to all, or any portion of, the Maximum Daily Quantity for up to four consecutive five-year period(s).

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Trunkline the then-effective, applicable rates and charges under Trunkline's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of Trunkline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Shipper and Trunkline may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. For example, Shipper and Trunkline may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this 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 provided under this 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 Trunkline'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 Trunkline and Shipper.

From time to time Shipper and Trunkline may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit C to this Service Agreement.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Trunkline shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Shipper hereunder, as provided pursuant to Rate Schedule FT.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT and the General Terms and Conditions of Trunkline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT 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.

ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following Agreement(s) (if any) with respect to the Transportation of Natural Gas between Trunkline and Shipper:

ARTICLE 7 - NOTICES

The Post Office addresses of both Trunkline and Shipper are as follows:

TRUNKLINE

Nomination and Scheduling:

**Trunkline Gas Company, LLC
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402**

**Pipeline Emergencies:
(Not to be used for
any other purpose)**

**Trunkline Gas Company, LLC
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5621
Toll Free: 1-800-225-3913
Texas only: 1-800-221-1084**

All Other:

**Trunkline Gas Company, LLC
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178**

SHIPPER

Billing:

**ROVER PIPELINE LLC
1300 Main Street
Houston, TX 77002-6803
Attn: Customer Service
Phone: (713)-627-4272
800-275-7375**

Nomination and Scheduling:

**ROVER PIPELINE LLC
1300 Main Street
Houston, TX 77002-6803
Attn: Marketing Operations
Phone: 713-962-9862**

Emergency:

**ROVER PIPELINE LLC
1300 Main Street
Houston, TX 77002-6803
Attn: Marketing Operations
Phone: 713-962-9862**

All Other:

**ROVER PIPELINE LLC
1300 Main Street
Houston, TX 77002-6803
Attn: Customer Service
Phone: (713)-989-7800
800-689-7800**

(1) Please provide street address in addition to mailing address.

Contract No. 33251

IN WITNESS WHEREOF, both Trunkline and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

ROVER PIPELINE LLC

By: _____

Mackie

Mackie McCrea

(Please type or print name)

Title: _____

President & COO

EXECUTED February 16, 2017
(Date)

TRUNKLINE GAS COMPANY, LLC

By: _____

Matthew S. Ramsey

(Please type or print name)

Title: _____

President & COO

EXECUTED February 16, 2017
(Date)

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on July 1, 2017

(Version 0.0.0, Exhibit A) Contract No. 33251

Option Code "A"

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Between
Trunkline Gas Company, LLC

And ROVER PIPELINE LLC

Contract No. 33251

Effective Date: _____

Supersedes Exhibit A dated: _____

Maximum Daily Quantity for each specified period of the Agreement:

Effective from the Effective Date, as defined in Article 2 above, through 15 YEARS: 750,000 Dc.

ROVER PIPELINE LLC: Mackie

BY: Mackie McCrea

(Please type or print name)

Title: President & COO

Executed: February 16, 2017

TRUNKLINE GAS COMPANY, LLC

BY: Nathan Ramsey

(Please type or print name)

Title: President & COO

Executed: February 16, 2017

Contract No. 33251
Amendment No. 0

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Points of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
Effective from: Effective Date Through: 15 YEARS						
<u>1</u>	PEPL @Bourbon-TGC	25 15N 07E	Douglas	IL	80023	750,000

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: Effective Date Through: 15 YEARS				
<u>1</u>	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7

Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule FT.

Contract No. 33251
Amendment No. 0

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Points of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDDO</u>
Effective from: Effective Date Through: 15 YEARS						
1	BOUNCE POINT	18 09S 09W	Panola	MS	TBD	750,000

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: Effective Date Through: 15 YEARS				
1	PROPOSED	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4

Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule FT.

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on July 1, 2017

(Version 0.0.0, Exhibit B) Contract No. 33251

Option Code "A"

EXHIBIT B

Reserved for Future Use

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on July 1, 2017

(Version 0.0.0, Exhibit C) Contract No. 33251

Option Code "A"

Contract No. 33251
Amendment No. 0

EXHIBIT C
Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Contract No. 33251

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.10 of Rate Schedule FT and notifies Trunkline that it desires to be billed, and agrees to pay, the charges specified below for the period commencing on the Effective Date, as defined in Article 2 of this Transportation Agreement, and continuing for a term of 15 years and for any extended term. Shipper acknowledges that this election is an alternative to the billing of charges set forth on the Currently Effective Rates for Rate Schedule FT, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule FT.

Specification of Negotiated Rate:

A fixed monthly reservation charge of \$4.7889/Dth shall apply to the MDQ and for the service at the receipt and delivery points set forth in Exhibit A to this Service Agreement; plus usage charge, as well as the other current rates and surcharges stated in Trunkline's FERC Gas Tariff, including, but not limited to, ACA, Fuel Reimbursement, gathering, penalty charges, overrun charges, scheduling charges, cash-out charges, and all other charges and surcharges which may become effective from time to time in the future.

Fixed Monthly Reservation Rate: \$4.7889/Dth

Usage Rate: Tariff Rate

MDQ: As stated in Exhibit A

Primary Receipt Point(s): PEPL @ Bourbon - TGC (Point No. 80023)

Primary Delivery Point(s): Z1A Bounce Point (Point No. TBD)

Secondary Receipt Point(s): Receipt Points within Shipper's Primary Path as set forth in Exhibit A to this Service Agreement. The Negotiated Rate shall not apply to any secondary receipt points outside of Shipper's Primary Path.

Secondary Delivery Point(s): Delivery Points with Shipper's Primary Path as set forth in Exhibit A to this Service Agreement. The Negotiated Rate shall not apply to any secondary delivery points outside of Shipper's Primary Path.

ROVER PIPELINE LLC


BY:

Maackie McCrea
(Please type or print name)

De
BD
LF

TRUNKLINE GAS COMPANY, LLC

BY:





Matthew S. Ramsey
(Please type or print name)

Contract Admin
Optimization
Sales Rep



DATED: February 16, 2017

SUPERSEDES EXHIBIT C DATED: _____

MARKED VERSION

TABLE OF CONTENTS
FILED SERVICE AGREEMENTS

Contract 24531	DCP South Central Texas LLC
Exhibit A	Contract 24531
Exhibit B	Contract 24531
Exhibit C	Contract 24531
Assignment	Contract 24531
<u>Contract 33251</u>	<u>Rover Pipeline LLC</u>
<u>Exhibit A</u>	<u>Contract 33251</u>
<u>Exhibit B</u>	<u>Contract 33251</u>
<u>Exhibit C</u>	<u>Contract 33251</u>

Appendix A

Executed Service Agreement

Compared to Rate Schedule FT form of service agreement
in Trunkline's Fourth Revised Volume No. 1 Tariff

Rover Pipeline LLC

CONTRACT NO. 33251

and

Exhibit A hereto states the Points of Receipt and Points of Delivery. Exhibit A may be revised from time to time by written agreement between Trunkline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Quantity shall be assigned among the primary Points of Receipt set out on Exhibit A, as well as among the primary Points of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

Trunkline shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

This agreement shall become effective (the "Effective Date") upon the later of 1) the in-service of the Panhandle Eastern Pipe Line Company, LP ("Panhandle") Backhaul Project as authorized in FERC Docket No. CP15-94, 2) the in-service of the Trunkline Gas Company, LLC ("Trunkline") Backhaul Project as authorized in FERC Docket No. CP15-96, and 3) the in-service of the Rover Pipeline LLC ("Rover") facilities necessary to allow gas to flow from Rover's Supply Zone to the proposed interconnection between Rover and Panhandle near Defiance, Ohio as authorized in FERC Docket No. CP15-93. The primary term shall be from the Effective Date through fifteen (15) years thereafter (the "Primary Term"). Shipper has a right, exercisable no later than five (5) months prior to the end of the Primary Term or any extended term, to extend the term with respect to all, or any portion of, the Maximum Daily Quantity for up to four consecutive five-year period(s).

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Trunkline the then-effective, applicable rates and charges under Trunkline's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of Trunkline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Shipper and Trunkline may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. For example, Shipper and Trunkline may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this 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 provided under this 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 Trunkline'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 Trunkline and Shipper.

From time to time Shipper and Trunkline may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit C to this Service Agreement.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Trunkline shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Shipper hereunder, as provided pursuant to Rate Schedule FT.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT and the General Terms and Conditions of Trunkline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT 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.

ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following Agreement(s) (if any) with respect to the Transportation of Natural Gas between Trunkline and Shipper:

ARTICLE 7 - NOTICES

The Post Office addresses of both Trunkline and Shipper are as follows:

TRUNKLINE

Nomination and Scheduling:	Trunkline Gas Company, LLC Attn: Marketing Operations P. O. Box 4967 Houston, Texas 77210-4967 Phone: (713) 962-9862 Fax: (713) 286-5402
Pipeline Emergencies: (Not to be used for any other purpose)	Trunkline Gas Company, LLC Attn: Gas Control P. O. Box 4967 Houston, Texas 77210-4967 Phone: (713) 627-5621 Toll Free: 1-800-225-3913 Texas only: 1-800-221-1084
All Other:	Trunkline Gas Company, LLC Attn: Customer Services P. O. Box 4967 Houston, Texas 77210-4967 Phone: (713) 627-4272 or 1-800-275-7375 Fax: (713) 989-1178

SHIPPER

Billing:	<u>ROVER PIPELINE LLC</u>
	<u>1300 Main Street</u>
	<u>Houston, TX 77002-6803</u>
	<u>Attn: Customer Service</u>
	<u>Phone: (713)-627-4272</u>
	<u>800-275-7375</u>
Nomination and Scheduling: (1)	<u>ROVER PIPELINE LLC</u>
	<u>1300 Main Street</u>
	<u>Houston, TX 77002-6803</u>
	<u>Attn: Marketing Operations</u>
	<u>Phone: (713)-962-9862</u>

Emergency: _____ ROVER PIPELINE LLC

1300 Main Street

Houston, TX 77002-6803

Attn: Marketing Operations

Phone: (713)-962-9862

All Other: _____ ROVER PIPELINE LLC

1300 Main Street

Houston, TX 77002-6803

Attn: Customer Service

Phone: (713)-989-7800

800-689-7800

(1) Please provide street address in addition to mailing address.

Contract No. 33251

IN WITNESS WHEREOF, both Trunkline and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

ROVER PIPELINE LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED February 16, 2017, _____
(Date)

TRUNKLINE GAS COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED February 16, 2017, _____
(Date)

Contract No. 33251

Amendment No. 0

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Points of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
Effective from: <u>Effective Date</u> Through: <u>15 YEARS</u>						
<u>1</u>	<u>PEPL @Bourbon-TGC</u>	<u>25 15N 07E</u>	<u>Douglas</u>	<u>IL</u>	<u>80023</u>	<u>750,000</u>

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: <u>Effective Date</u> Through: <u>15 YEARS</u>				
<u>1</u>	<u>EXISTING</u>	<u>Z1B</u>	<u>TRUNKLINE GAS</u>	<u>14.7</u>
			<u>COMPANY, LLC</u>	

Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule FT.

Contract No. 33251
Amendment No. 0

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Points of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDDO</u>
Effective from: <u>Effective Date</u> Through: <u>15 YEARS</u>						
<u>1</u>	<u>BOUNCE POINT</u>	<u>18 09S 09W</u>	<u>Panola</u>	<u>MS</u>	<u>TBD</u>	<u>750,000</u>

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: <u>Effective Date</u> Through: <u>15 YEARS</u>				
<u>1</u>	<u>PROPOSED</u>	<u>Z1A</u>	<u>TRUNKLINE GAS COMPANY, LLC</u>	<u>14.4</u>

Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule FT.

EXHIBIT B

Reserved for Future Use

Contract No. 33251
Amendment No. 0

EXHIBIT C

Transportation Agreement
For Firm Service
Under Rate Schedule FT
Contract No. 33251

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.10 of Rate Schedule FT and notifies Trunkline that it desires to be billed, and agrees to pay, the charges specified below for the period commencing on the Effective Date, as defined in Article 2 of this Transportation Agreement, and continuing until for a term of 15 years and for any extended term. Shipper acknowledges that this election is an alternative to the billing of charges set forth on the Currently Effective Rates for Rate Schedule FT, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule FT.

Specification of Negotiated Rate:

A fixed monthly reservation charge of \$4.7889/Dth shall apply to the MDQ and for the service at the receipt and delivery points set forth in Exhibit A to this Service Agreement; plus usage charge, as well as the other current rates and surcharges stated in Trunkline's FERC Gas Tariff, including, but not limited to, ACA, Fuel Reimbursement, gathering, penalty charges, overrun charges, scheduling charges, cash-out charges, and all other charges and surcharges which may become effective from time to time in the future.

Fixed Monthly Reservation Rate: \$4.7889/Dth

Usage Rate: Tariff Rate

MDQ: As stated in Exhibit A

Primary Receipt Point(s): PEPL @ Bourbon - TGC (Point No. 80023)

Primary Delivery Point(s): Z1A Bounce Point (Point No. TBD)

Secondary Receipt Point(s): Receipt Points within Shipper's Primary Path as set forth in Exhibit A to this Service Agreement. The Negotiated Rate shall not apply to any secondary receipt points outside of Shipper's Primary Path.

Secondary Delivery Point(s): Delivery Points with Shipper's Primary Path as set forth in Exhibit A to this Service Agreement. The Negotiated Rate shall not apply to any secondary delivery points outside of Shipper's Primary Path.

SHIPPER: ROVER PIPELINE LLC

BY: _____

(Please type or print name)

TRUNKLINE GAS COMPANY, LLC

BY: _____

(Please type or print name)

DATED: February 16, 2017_____

SUPERSEDES EXHIBIT C DATED: _____