

**ETC TIGER PIPELINE, LLC**  
**ETC TIGER EXPANSION PIPELINE PROJECT, PHASE I**  
**EXPANSION OPEN SEASON PROCEDURES**  
**FEBRUARY 16, 2010**

ETC Tiger Pipeline, LLC ("ETC Tiger") is pleased to announce its ETC Tiger Expansion Pipeline Project, Phase I. This new expansion project will connect growing East Texas and North Louisiana production to interstate pipelines that access markets in the Southeast, Midwest, and Northeast, as well as the Texas intrastate market.

ETC Tiger is a Delaware limited liability company, owned by Energy Transfer Partners, L.P. ("ETP"). ETC Tiger will conduct a binding Expansion Open Season for new firm interstate natural gas pipeline capacity, beginning at 12:00 p.m. CT on February 16, 2010, and ending on March 18, 2010, at 3:00 p.m. CT. Additional information about this Expansion Open Season is provided below.

ETC Tiger currently is developing a new interstate natural gas pipeline system to provide shippers with firm transportation service access from the East Texas Carthage Hub area and from the rapidly expanding Haynesville Shale and Bossier Shale plays in East Texas and Northern Louisiana to delivery options into multiple interstate markets, many of which are located in and around Delhi, Louisiana ("ETC Tiger Pipeline Project"). ETC Tiger is completing the regulatory review process for construction of the ETC Tiger Pipeline Project and anticipates that construction of the ETC Tiger Pipeline Project should commence in June 2010 and that the ETC Tiger Pipeline Project will be fully operational by the first (1<sup>st</sup>) quarter of 2011.

This Expansion Open Season is being held to solicit the submission of executed, binding precedent agreements for new firm interstate natural gas transportation service that would result from ETC Tiger's construction and operation of certain expansion pipeline, compression, and appurtenant facilities associated with, and supplemental to, the facilities of the ETC Tiger Pipeline Project (the "ETC Tiger Expansion Pipeline Project, Phase I"). ETC Tiger may, in its sole discretion, at any time during this Expansion Open Season, extend the closing date of the Expansion Open Season, shorten or terminate the Expansion Open Season, or modify the parameters of the Expansion Open Season for the ETC Tiger Expansion Pipeline Project, Phase I.

Interested parties are encouraged to submit executed precedent agreements at their earliest convenience during this Expansion Open Season. Interested parties are also encouraged to contact ETC Tiger with any questions regarding this Expansion Open Season as early as possible.

**Description of the Project**

These Expansion Open Season Materials, including a basic map of the ETC Tiger Expansion Pipeline Project, Phase I, may be obtained from ETC Tiger's website at **[www.energytransfer.com](http://www.energytransfer.com)**.

The proposed initial design of the ETC Tiger Expansion Pipeline Project, Phase I will consist of pipeline looping, compression facilities, and/or appurtenant facilities, in various quantities and amounts, depending, among other things, on the level of contractual subscriptions entered into between ETC Tiger and shippers. Construction and operation of the ETC Tiger Expansion Pipeline Project, Phase I will be subject to

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the jurisdiction of the Federal Energy Regulatory Commission (“FERC”), as well as the receipt of the requisite authorizations from various federal, state, and local authorities.

Based on ETC Tiger’s initial design of the ETC Tiger Expansion Pipeline Project, Phase I, ETC Tiger anticipates that at least 600,000 Dth/d of firm transportation capacity could be made available by the ETC Tiger Expansion Pipeline Project, Phase I; however, the actual quantity of transportation capacity made available by the ETC Tiger Expansion Pipeline Project, Phase I (“Expansion Capacity”) will depend, among other things, on the level of contractual subscriptions entered into between ETC Tiger and shippers and the rates and facilities associated with such subscriptions for such Expansion Capacity. Additionally, ETC Tiger reserves solely to itself, without limitation, the right to revise any aspect of the ETC Tiger Expansion Pipeline Project, Phase I (including, without limitation, any aspect of the initial or final design of the ETC Tiger Expansion Pipeline Project, Phase I’s facilities and the associated level of Expansion Capacity), regardless of the results of this Expansion Open Season.

Upon conclusion of this Expansion Open Season, ETC Tiger will evaluate the required ETC Tiger Expansion Pipeline Project, Phase I facilities, based, among other things, on the capacity commitments to the ETC Tiger Expansion Pipeline Project, Phase I. The binding commitments submitted by bidders in connection with this Expansion Open Season (including, without limitation, the receipt and delivery points preferred by bidders) will be considered in determining, in ETC Tiger’s sole discretion, the optimal size and design of the ETC Tiger Expansion Pipeline Project, Phase I.

ETC Tiger reserves solely to itself, without limitation, the right not to make any additional capacity available; the right to choose whether or not to conduct additional open seasons; and the right to determine the size, scope, and cost of the ETC Tiger Expansion Pipeline Project, Phase I. Capacity from the ETC Tiger Expansion Pipeline Project, Phase I will be awarded following this Expansion Open Season as described below in the “Firm Capacity Allocation Process” section.

**In-Service Date**

ETC Tiger’s planned in-service date for the ETC Tiger Expansion Pipeline Project, Phase I is anticipated to occur in the second (2<sup>nd</sup>) half of 2011 (“Anticipated In-Service Date”); however, the timing of the in-service date of the ETC Tiger Expansion Pipeline Project, Phase I is subject, among other things, to approval by the FERC and actual construction of the ETC Tiger Expansion Pipeline Project, Phase I facilities.

**Expansion Open Season Receipt Points**

Receipt points available to ETC Tiger Expansion Pipeline Project, Phase I shippers include existing points on the ETC Tiger Pipeline Project as set forth in the list of points on Attachment A to these procedures, subject to capacity availability. ETC Tiger anticipates that it will construct some combination of additional receipt points and/or increased capacity at existing receipt points, in connection with the ETC Tiger Expansion Pipeline Project, Phase I, depending, among other things, upon the requirements of the shippers awarded capacity in this Expansion Open Season and their level of contractual commitments to such receipt points. Interested parties with

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questions about establishing new receipt points or increasing capacity at a particular receipt point as part of the ETC Tiger Expansion Pipeline Project, Phase I are encouraged to contact ETC Tiger with any such questions as early as possible during the Expansion Open Season.

A Foundation Shipper (as defined below) will be entitled to designate one new receipt point, or to increase the meter capacity at an existing receipt point, for each 150,000 Dth/d of capacity awarded to the Foundation Shipper, if the Foundation Shipper requests and is awarded primary point capacity of 150,000 Dth/d or above at such point and the point or point increase, as applicable, is feasible from a construction, design, and operational standpoint, in the context of the ETC Tiger Expansion Pipeline Project, Phase I, as determined by ETC Tiger in its sole discretion. The meter facilities at any such receipt point shall be constructed and owned by ETC Tiger as part of the ETC Tiger Expansion Pipeline Project, Phase I, and such meter facilities will be designed by ETC Tiger to accommodate, at a minimum, the level of shipper's Maximum Daily Quantity ("MDQ") committed to the receipt point on a primary point basis in the executed precedent agreement.

Separately, ETC Tiger will consider constructing a receipt point as part of the ETC Tiger Expansion Pipeline Project, Phase I for a shipper awarded less than 150,000 Dth/d of capacity at a specified receipt point (or for shippers with 150,000 Dth/d or more of awarded capacity, if they desire construction of more than one receipt point for each 150,000 Dth/d tranche of awarded capacity), or increasing capacity at existing receipt points, at the shipper's sole expense and subject to the point being feasible from a construction, design, and operational standpoint, in the context of the ETC Tiger Expansion Pipeline Project, Phase I, as determined by ETC Tiger in its sole discretion. Such facilities will be owned and operated by ETC Tiger. ETC Tiger will exercise its discretion in this regard in a not unduly discriminatory manner.

ETC Tiger reserves solely to itself, without limitation, the right to construct, at its sole expense or otherwise, any other receipt point(s) as part of the ETC Tiger Expansion Pipeline Project, Phase I, based, among other things, on the binding commitments submitted by bidders in connection with this Expansion Open Season.

In requesting new receipt points, bidders may identify such points by providing specific (*i.e.*, latitude and longitude) or general location descriptions in their executed precedent agreements submitted in response to this Expansion Open Season, in the area designated for such information in ETC Tiger's form of precedent agreement. If the precedent agreement between ETC Tiger and a shipper does not include a specific (*i.e.*, latitude and longitude) location description for a receipt point that ETC Tiger agrees to construct for that shipper, the final location of such point will be determined in accordance with the terms of the precedent agreement.

**Expansion Open Season Delivery Points**

Delivery points available to ETC Tiger Expansion Pipeline Project, Phase I shippers include existing points on the ETC Tiger Pipeline Project as set forth in the list of points on Attachment A to these procedures, subject to capacity availability. ETC Tiger will consider constructing additional delivery points or expanding capacity at existing

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delivery points for any shipper awarded capacity, at the shipper's expense and subject to the point being feasible from a construction, design, and operational standpoint, in the context of the ETC Tiger Expansion Pipeline Project, Phase I, as determined by ETC Tiger in its sole discretion. Such facilities will be owned and operated by ETC Tiger. ETC Tiger reserves solely to itself, without limitation, the right to construct, at its sole expense or otherwise, any other delivery point(s) as part of the ETC Tiger Expansion Pipeline Project, Phase I, based, among other things, on the binding commitments submitted by bidders in connection with this Expansion Open Season.

In requesting new delivery points, bidders may identify such points by providing specific (*i.e.*, latitude and longitude) or general location descriptions in their executed precedent agreements submitted in response to this Expansion Open Season, in the space designated for such information in ETC Tiger's form of precedent agreement. If the precedent agreement between ETC Tiger and a shipper does not include a specific (*i.e.*, latitude and longitude) location description for a delivery point that ETC Tiger agrees to construct for that shipper, the final location of such point will be determined in accordance with the terms of the precedent agreement.

**Recourse Rates/Fixed Negotiated Rates**

In order for a bid to be considered a conforming bid (as further defined below), the applicable reservation and commodity rates included in a bidder's submitted precedent agreement must be either (i) the recourse rates, which will be the maximum reservation and commodity rates for service under Rate Schedule FTS of ETC Tiger's FERC Gas Tariff, or (ii) fixed negotiated rates that are acceptable to ETC Tiger, subject to the "Guidance and Conforming Bids" and "Firm Capacity Allocation Process" sections below. ETC Tiger's proposed recourse rates for service under Rate Schedule FTS, as set forth in ETC Tiger's certificate application in FERC Docket No. CP09-460-000, are as follows:

Applicable Maximum Monthly Reservation Rate: \$10.9974  
Applicable Maximum Commodity Rate: \$0.0055

ETC Tiger's recourse rates will be subject to change from time to time, and ETC Tiger reserves the right to file for higher recourse rates for service in connection with the ETC Tiger Expansion Pipeline Project, Phase I, depending, among other things, on the total costs and expenses related thereto. All other maximum rates, charges, surcharges, fees, and penalties under ETC Tiger's FERC Gas Tariff, subject to change from time to time, shall apply to shipper's service.

Fuel charges will also be assessed on each Dth transported for shippers that have contracted for capacity in connection with the ETC Tiger Expansion Pipeline Project, Phase I in accordance with ETC Tiger's FERC Gas Tariff and shipper's precedent agreement, and will include any and all incremental fuel charges in connection with the ETC Tiger Expansion Pipeline Project, Phase I. Illustrative initial fuel retention percentages (inclusive of Fuel and Lost and Unaccounted for Gas ("**FL&U**")), based on various initial design levels for the ETC Tiger Expansion Pipeline Project, Phase I, are included in the FL&U Table on Attachment B; however, the actual design level may differ from any of the levels set forth in Attachment B, depending on the facilities that

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ETC Tiger constructs in connection with the ETC Tiger Expansion Pipeline Project, Phase I. FL&U percentages will be subject to change from time to time in accordance with ETC Tiger's FERC Gas Tariff.

**Shipper Classes and Their Rights**

For purposes of developing the ETC Tiger Expansion Pipeline Project, Phase I and conducting this Expansion Open Season, ETC Tiger intends that participants will have the opportunity to be either "Foundation Shippers" or "Standard Shippers." These shipper classes will have distinct rights with respect to the ETC Tiger Expansion Pipeline Project, Phase I, based on the characteristic levels of subscription as described below. The minimum MDQ for a shipper's bid and term requirements for each shipper category are:

- a) A Foundation Shipper is a shipper that makes a long-term capacity commitment to ETC Tiger in connection with the ETC Tiger Expansion Pipeline Project, Phase I and this Expansion Open Season, by the execution and submission of a conforming precedent agreement (or a precedent agreement that is otherwise acceptable to ETC Tiger) that results in a binding award of capacity equal to or exceeding 150,000 Dth/d for a primary term of at least ten (10) years.
- b) A Standard Shipper is a shipper that makes a long-term capacity commitment to ETC Tiger in connection with the ETC Tiger Expansion Pipeline Project, Phase I and this Expansion Open Season, by the execution and submission of a conforming precedent agreement (or a precedent agreement that is otherwise acceptable to ETC Tiger) that results in a binding award of capacity of less than 150,000 Dth/d, but at least 1,000 Dth/d, for a primary term of at least ten (10) years.

In addition to a Foundation Shipper's receipt point rights as described above, a Foundation Shipper shall be entitled to a contractual right of first refusal and a rollover right in accordance with the terms of the Foundation Shipper's precedent agreement.

Prior to the start of the Expansion Open Season, ETC Tiger executed one precedent agreement for 400,000 Dth/d of Expansion Capacity, at negotiated rates for a minimum primary term of ten years. This precedent agreement has been deemed to be a prearranged conforming bid of a Foundation Shipper in this Expansion Open Season, and will not be subject to the prorationing of capacity as a result of the outcome of this Expansion Open Season.

**Guidance and Conforming Bids**

During this Expansion Open Season, any participant interested in submitting a conforming bid for contracting for firm transportation service to be provided in connection with the ETC Tiger Expansion Pipeline Project, Phase I must execute and return a conforming precedent agreement. Forms of conforming precedent agreement are available upon request directed to Mr. Lee Hanse, Mr. Luke Fletcher, or Mr. Kevin Hyatt at the phone numbers identified below.

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In order to be a conforming bid, the bidder must execute and submit a conforming precedent agreement with no changes other than filling in the blanks with the appropriate information, including the following information:

- An election to pay either ETC Tiger's recourse rates or a fixed negotiated monthly reservation rate at or above the minimum acceptable fixed negotiated monthly reservation rate of \$10.4938 for the entire term of the firm transportation service agreement.
- The bid must reflect that more than 50 percent of the Contract MDQ is contracted to be received at primary receipt points east of Highway 789, which is defined by ETC Tiger's FERC Gas Tariff as the location as of the in-service date of the Initial System of the point of intersection of the Initial System and Louisiana State Highway 789, located at approximately Milepost 24.7 of the Initial System.
- Requested MDQ for firm service ("Contract MDQ"), exclusive of FL&U, of not less than 1,000 Dth/d (or not less than the quantities necessary to achieve Foundation Shipper status, if applicable, as described above), which must be constant for the duration of the Primary Term.
- An election, as provided in Section 2.1(c) of the form precedent agreement, indicating whether the bidder is willing to accept a lesser Contract MDQ in the event of a proration, as part of the firm capacity allocation process described below.
- Requested primary term of at least ten (10) years, commencing upon the in-service date of the ETC Tiger Expansion Pipeline Project, Phase I.
- Requested primary receipt point(s) and primary delivery point(s) in the areas designated for such information in ETC Tiger's form of precedent agreement, using the list of points included with these Expansion Open Season Materials and the process for requesting additional points, as described above, along with the desired primary point MDQ (exclusive of FL&U to be provided at the receipt point(s)) for each point must be specified. The point MDQs at a bidder's primary receipt points must, in the aggregate, equal the Contract MDQ in the bid, and the point MDQs at the primary delivery points must likewise, in the aggregate, equal the Contract MDQ in the bid.

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Bids that constitute conforming bids will be deemed “acceptable” and are automatically eligible for the firm capacity allocation process described below. If any questions arise in determining the relationship of Highway 789 to any new receipt point that may be desired, interested parties are encouraged to address such questions to ETC Tiger as early as possible during the Expansion Open Season.

Bids that include a precedent agreement with any changes to, or that leave provisions blank in, the applicable form of precedent agreement or that do not provide the information set forth above in the manner described above, will be deemed “non-conforming” bids. ETC Tiger may reject non-conforming bids or, if the non-conforming provisions are otherwise acceptable to ETC Tiger, in its sole discretion, ETC Tiger may deem a non-conforming bid “acceptable” and include the bid as part of the firm capacity allocation process described below. ETC Tiger will exercise its discretion in this regard in a not unduly discriminatory manner.

**Firm Capacity Allocation Process**

ETC Tiger will award firm capacity based on the highest net present value of the stream of incremental revenue produced by an acceptable bid, or combination of acceptable bids, received in this Expansion Open Season, up to the total quantity of Expansion Capacity that results from the facilities that ETC Tiger determines, in its sole discretion, to construct for the ETC Tiger Expansion Pipeline Project, Phase I in light of the bids received as part of the Expansion Open Season and the total costs and expenses associated with the facilities necessary to provide such level of Expansion Capacity. For purposes of its net present value calculation, ETC Tiger may consider the aggregate net present values of two or more bids, and reserves the right to aggregate bids in a manner that generates the highest net present value to ETC Tiger. With respect to rates associated with acceptable bids, only reservation rates to be paid by the bidding party will be used in calculating the net present value of the bid. Acceptable bids, or combinations of acceptable bids, that result in an equal net present value will be pro rated based upon the Contract MDQ reflected in the executed precedent agreement submitted as part of the relevant parties’ bids. Acceptable bids with a fixed negotiated rate equal to or above the applicable recourse rate will be evaluated as if they are bids at the applicable recourse rate, for purposes of performing this firm capacity allocation process. Due to the fact that the costs and expenses in connection with building facilities varies depending on the location of the receipt and delivery points requested by bidders, ETC Tiger may take into consideration, among other things, the location of a bidder’s requested receipt and delivery points when evaluating bids. Additionally, the capacity available to be awarded in connection with the ETC Tiger Expansion Pipeline Project, Phase I may vary with, among other things, specific receipt and delivery point combinations of capacity awarded in connection with the ETC Tiger Expansion Pipeline Project, Phase I.

Parties will be notified no later than thirty (30) days after the close of this Expansion Open Season of any capacity awarded to them as a result of this Expansion Open Season, and all bids submitted in this Expansion Open Season are binding for such period of time. After the close of this Expansion Open Season, if capacity remains available, ETC Tiger may, in its sole discretion and in a not unduly discriminatory manner, (i) consider bids that do not meet the above-specified minimum requirements

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for a conforming bid or that were not otherwise deemed acceptable by ETC Tiger, as described above, and (ii) conduct additional negotiations with parties in order to obtain commitments to subscribe such remaining available capacity.

**Questions Regarding Precedent Agreements**

Please direct any questions, requests for precedent agreements or other requests you may have concerning this Expansion Open Season to:

Mr. Lee Hanse  
Senior Vice President – Interstate Pipeline Division  
Energy Transfer Partners, L.P.  
800 E. Sonterra Blvd., Suite 400  
San Antonio, TX 78258  
Phone: 210-403-6455  
Email: [Lee.Hanse@energytransfer.com](mailto:Lee.Hanse@energytransfer.com)

And

Mr. Luke Fletcher  
Senior Director – Interstate Pipeline Division  
Energy Transfer Partners, L.P.  
800 E. Sonterra Blvd., Suite 400  
San Antonio, TX 78258  
Phone: 210-403-6492  
Email: [Luke.Fletcher@energytransfer.com](mailto:Luke.Fletcher@energytransfer.com)

And

Mr. Kevin Hyatt  
Vice President – Business Development  
Energy Transfer Partners, L.P.  
800 E. Sonterra Blvd., Suite 400  
San Antonio, TX 78258  
Phone: 210-403-7401  
Email: [Kevin.Hyatt@energytransfer.com](mailto:Kevin.Hyatt@energytransfer.com)

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**Submittal of Precedent Agreements**

Interested parties must return executed binding precedent agreements (please submit two complete originals, including execution of the firm transportation service agreement set forth in Appendix B of the precedent agreement) by e-mail, registered or certified mail, courier, facsimile or hand delivery at any time during this Expansion Open Season to either Mr. Lee Hanse, Mr. Luke Fletcher, or Mr. Kevin Hyatt at the addresses listed above. If changes have been made to the form precedent agreement, other than filling in the designated blanks, the party submitting the bid must so indicate and specify the specific changes for ETC Tiger at the time shipper's bid is submitted.

Any executed precedent agreements received by ETC Tiger (or post-marked, if sent by registered or certified mail and the participant has notified, via telephone or e-mail, either Mr. Lee Hanse or Mr. Luke Fletcher of such mailing at the applicable phone numbers or e-mail addresses listed above by the end of this Expansion Open Season) after the close of this Expansion Open Season, will be considered only at ETC Tiger's election, on a not unduly discriminatory basis.

These Expansion Open Season Materials are provided for informational purposes to enable interested parties to evaluate an interest in obtaining firm transportation service on the proposed ETC Tiger Expansion Pipeline Project, Phase I facilities. However, the information contained herein, or that is provided in response to questions or requests for information, establishes no contractual or other relationship between ETC Tiger and any party. Any contractual relationship between parties and ETC Tiger will be reflected in fully executed precedent agreements by both parties thereto.

**Credit Support**

Any requirement that a shipper provide credit support will be governed by, and determined in accordance with, the terms of the shipper's precedent agreement.

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**ATTACHMENT A**

**Delivery Points:**

<b>Delivery Point</b>	<b>County/Parish</b>	<b>State</b>
Columbia Gulf	Richland	Louisiana
Texas Eastern Transmission	Bienville	Louisiana
Texas Gas Transmission	Quachita	Louisiana
ANR Pipeline	Richland	Louisiana
Trunkline Gas Company	Richland	Louisiana
Tennessee Gas Pipeline	Jackson	Louisiana
Southeast Supply Header	Richland	Louisiana

**Receipt Points:**

<b>Receipt Point</b>	<b>County/Parish</b>	<b>State</b>
Houston Pipe Line Company	Panola	Texas
Point # 2 -MP 24.9	DeSoto	Louisiana
Point # 3 - MP 29.8	DeSoto	Louisiana
Point # 4 - MP 38.54	DeSoto	Louisiana
Point # 5 - MP 39.65	DeSoto	Louisiana
Point # 6 - MP 49.2	Red River	Louisiana
Point # 7 - MP 50.2	Red River	Louisiana
Point # 8 - MP 63.4	Bienville	Louisiana
Point # 9 - MP 64.5	Bienville	Louisiana

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**ATTACHMENT B**

<b>Illustrative Design Capacity of ETC Tiger Expansion Pipeline Project, Phase I</b>	<b>Estimated Initial Fuel Charge (<i>i.e.</i>, Fuel Gas and Lost and Unaccounted for Gas)</b>
100,000 Dth/d	2.50%
200,000 Dth/d	2.33%
300,000 Dth/d	2.61%
400,000 Dth/d	2.03%
500,000 Dth/d	1.90%
600,000 Dth/d	1.83%