



February 1, 2016

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

Northern Border Pipeline Company
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Houston, TX 77002-2700

John A. Roscher
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Re: Northern Border Pipeline Company
Compliance Filing
Docket No. RP16-____-____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ Northern Border Pipeline Company ("Northern Border") respectfully submits for filing the tariff sections included as Appendix A to be part of its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). The purpose of the instant filing is to reflect implementation of certain North American Energy Standards Board ("NAESB") Standards to comply with FERC Order No. 587-W.² Northern Border respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective April 1, 2016.

¹ 18 C.F.R. Part 154 (2015).

² *Standards for Business Practices of Interstate Natural Gas Pipelines; Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities, Order No. 587-W*, 153 FERC ¶ 61,061 (2015) ("Order No. 587-W").

Correspondence

The names, titles and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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Statement of Nature, Reasons and Basis for Filing

In Order No. 587-W, the Commission adopted the most recent version of the NAESB Wholesale Gas Quadrant (“WGQ”) Standards, Version 3.0 (“3.0 Standards”), and set forth the requirement that tariff records be filed to reflect the changed standards by February 1, 2016, to become effective April 1, 2016.³ Order No. 587-W enumerates several compliance filing requirements to increase the transparency of a pipeline’s incorporation by reference of the NAESB WGQ Standards so that shippers and the Commission will know which tariff provision implements each standard as well as the status of the standard. Pipelines must designate a single, separate, tariff record within which every NAESB standard currently incorporated by reference by the Commission is listed, and a) specify within such tariff record whether a standard is incorporated by reference, or identify the tariff provision that complies with the standard; and b) provide a

³ The 3.0 Standards include the Version 2.1 standards previously adopted by NAESB, and introduce modifications that support efforts to harmonize gas-electric scheduling coordination that the Commission incorporated by reference in Order No. 809 (*Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities, Order No. 809*, 151 FERC ¶ 61,049 (2015) (“Order No. 809”). Additionally, the 3.0 Standards revise the posting requirements for offers to purchase released capacity, define operating capacity and design capacity, eliminate the WGQ Interpretations, reflect new data elements, and provide edits for greater clarity and increase user-friendliness (Order No. 587-W at P 8).

statement identifying any standards for which the pipeline has been granted a waiver, extension of time, or other variance with respect to compliance with the standard.⁴

Since the issuance of Order No. 587-W, Northern Border has undergone a process of identifying the changes necessary to implement the 3.0 Standards. As a result, Northern Border has updated Section 6.35 of the General Terms and Conditions of its Tariff, consistent with the sample tariff record provided by the Commission.⁵ Specifically, for each NAESB 3.0 Standard, Northern Border has either indicated that the standard is incorporated by reference or has identified the location of the standard within the Tariff. For those 3.0 Standards not incorporated by reference in Section 6.35, Northern Border has modified the applicable tariff sections, where necessary, to incorporate language revisions contained in the 3.0 Standards, as set forth in Appendix A.⁶

Effective Date

Northern Border requests that the Commission accept the tariff sections included as Appendix A to become effective April 1, 2016.

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Sections 154.7 and 154.201 of the Commission's regulations and Order No. 714,⁷ Northern Border is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean tariff sections (Appendix A); and

⁴ Order No. 587-W, at P 42. Further, at P 42 part (3), Order No. 587-W requires that if a pipeline is requesting a continuation of an existing waiver or extension of time, it must include in a table in its transmittal the standard for which a waiver or extension of time was granted and the docket number or order citation to the proceeding in which the waiver or extension was granted. Northern Border has not previously been granted a waiver or extension of time to comply with any specific standards.

⁵ The Commission posted on its eLibrary website a sample tariff record which provides an illustrative example to aide pipelines in their preparation of Order No. 587-W compliance filings.

⁶ Appendix A contains a complete description of each revised Tariff section including the section name, number, and version.

⁷ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

3. Marked tariff sections (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of Northern Border's existing customers and interested state regulatory agencies. A copy of this letter, together with the enclosed tariff sections, is available during regular business hours for public inspection at Northern Border's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc., Its Operator



John A. Roscher
Director, Rates, Tariffs, and Certificates

Enclosures

Appendix A

Northern Border Pipeline Company

FERC Gas Tariff, Second Revised Volume No. 1

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
6.6.6 – GT&C, Billing Error/Prior Period Adjustments	v.2.0.0
6.10.1 – GT&C, Nomination	v.2.0.0
6.10.2 – GT&C, Nomination and Scheduling Timeline	v.3.0.0
6.10.4 – GT&C, Capacity Allocation and Confirmation Process	v.5.0.0
6.20 – GT&C, Notices	v.2.0.0
6.23 – GT&C, Flowing Gas	v.2.0.0
6.27.7 – GT&C, Capacity Release Timeline	v.3.0.0
6.27.8 – GT&C, Standard Recall Notification Periods	v.2.0.0
6.35 – GT&C, Data Elements	v.4.0.0
6.36.5 – GT&C, Third Party Provided Title Transfer Tracking	v.2.0.0

6.6.6 Billing Error/Prior Period Adjustments.

In the event an error is discovered in the amount billed in any statement rendered by Company, such error shall be adjusted within 30 days of the determination thereof.

Prior period adjustment time limits shall be 6 months from the date of the initial transportation invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. [3.3.15]

6.10.1 Nomination.

1. Definition.

A nomination is a request for service by a Nominating Party to Company. Services nominated are provided under Company's Rate Schedules.

2. Use of Data Elements.

Nominating Party must supply nominations to Company using the pathed nomination model consistent with NAESB WGQ Standards.

Company shall recognize an industry supported standard nomination key. A standard nomination key is the data element subset used to identify a unique nomination.

3. Use of Common Codes.

When submitting a nomination, the Nominating Party shall use common codes for location points and legal entities.

4. Original Nominations.

When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. [1.3.6]

5. Nomination Principles/Standards.

Company supports the NAESB WGQ nomination related Principles by reference as detailed in Section 6.35 of the General Terms and Conditions.

The results of the in-kind fuel reimbursement calculations for the nomination process shall be rounded to the nearest dekatherm. The mathematical effect of rounding can yield a result of zero. Company shall not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth. [1.3.15]
[1.3.29]

The transportation priority for fuel shall be the same as the level of service as the transaction to which it applies. [1.3.31]

Company does not support overrun service.

A party to a transaction shall nominate, or otherwise communicate in a mutually agreeable manner, the identity of their transaction counterparty along with the applicable, associated nominations-related information to the appropriate Confirming Party or Title Transfer Service Provider. Failure to so act can result in the failure of the subject transaction to be communicated to and scheduled by Company. [1.3.74]

6. Confirmation.

A Confirming Party may communicate with its party and/or the immediate counterparty as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. A Title Transfer Tracking Service Provider may communicate with its Account Holder(s) and/or its Account Holder(s)' immediate counterparty(ies) as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. [1.3.74]

7. Company Supported Nomination Classifications.

(a) Timely Nominations.

A timely nomination is a nomination, effective for an upcoming Gas Day(s), that is received prior to the timely nomination deadline for the first effective Gas Day nominated.

If a timely nomination does not meet the definition of a nomination because it contains an identifiable error or an element is missing, such timely nomination will be voided by Company.

(b) Intraday.

Company shall allow for intraday nominations. [1.3.8]

An intraday nomination is a nomination submitted after the (timely) nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. [1.2.4]

For services that provide for intraday nomination and scheduling, there are no limitations as to the number of intraday nominations (line items as per NAESB WGQ Standard 1.2.1) which a Service Requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. [1.3.32]

Intraday nominations can be made at any Point of Receipt or Point of Delivery on Company's system.

Intraday nominations do not rollover (i.e. intraday nominations span one Gas Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intraday nomination modifies an existing nomination. [1.3.13]

An intraday nomination which requests an effective period for more than one Gas Day will be voided by Company.

Intraday nominations can be used to request increases or decreases in total flow, changes in receipt points, or changes to delivery points of scheduled gas. [1.3.11]

Intraday nominations may be used to nominate new supply or market. [1.3.33]

Intraday nomination shall include an effective date and time. [1.3.9]

The interconnected parties (Company and Interconnected Party) shall agree on the hourly flows of the intraday nomination, if not otherwise addressed in Transporter's (Company's) contract or tariff. [1.3.9]

When Company reports intraday scheduled quantities, "provide" shall mean, for transmittals pursuant to Standards 1.4.X, receipt at the designated site, and for the purposes of other forms of transmittal, it shall mean send or post. [1.3.2]

(c) Emergency Intraday Requests.

In addition to the grid-wide intraday nomination opportunities, Company shall accept, process, and attempt to schedule emergency intraday requests on a best efforts basis.

To be classified as emergency intraday request, such requests must: (1) not impact grid scheduled activity, (2) not result in a bumping event, and (3) not require a formal confirmation process with the interconnected systems.

8. Company Supported Grid-Wide Intraday Nomination Cycles. [1.3.2]

No bumping shall occur at the final grid-wide intraday 3 nomination cycle of the Gas Day, which shall be effective at 10:00 p.m. (CCT).

Scheduled quantities resulting from intraday 1 nominations shall be effective at 2:00 p.m. (CCT) on Gas Day.

Scheduled quantities resulting from intraday 2 nominations shall be effective at 6:00 p.m. on Gas Day.

6.10.2 Nomination and Scheduling Timeline.

Company shall support the following standard nomination cycles pursuant to NAESB WGQ 1.3.2 (all times are CCT pursuant to NAESB WGQ Standard 0.3.17). Such nomination, confirmation, and scheduling timeline governs first Gas Day of the calendar month activity. [1.3.2] [1.1.1]

1. Timely Nominations.

On the day prior to gas flow:

(a) Service Requester Delivery of Timely Nominations.

The deadline for nominations leaving control of the Service Requester is 1:00 p.m. on the day prior to flow.

(b) Company Receipt of Timely Nominations.

The time for receipt of nominations by Company is 1:15 p.m. on the day prior to flow.

(c) Quick Response to Timely Nominations.

Company shall send the Quick Response to the Service Requester by 1:30 p.m. on the day prior to flow.

(d) Confirmation of Timely Nominations.

The deadline for receipt of completed confirmations by Company from Confirming Parties is 4:30 p.m. on the day prior to flow.

(e) Scheduled Timely Nominations Quantity Summary - Service Requester.

Service Requester shall receive a scheduled nomination summary by 5:00 p.m. on the day prior to flow.

(f) Scheduled Timely Nominations Quantity Summary - Point Operator.

Point Operator shall receive a scheduled nomination summary by 5:00 p.m. on the day prior to flow.

The effective time of a Timely Nomination shall be no earlier than 9:00 a.m., the start of the next Gas Day.

2. Evening Nomination Cycle.
On the day prior to gas flow:

(a) Service Requester Delivery of Evening Nominations.

The deadline for nominations leaving control of the Service Requester is 6:00 p.m. on the day prior to flow.

(b) Company Receipt of Evening Nominations.

The time for receipt of nominations by Company is 6:15 p.m. on the day prior to flow.

(c) Quick Response to Evening Nominations.

Company shall send the Quick Response to the Service Requester by 6:30 p.m. on the day prior to flow.

(d) Confirmation of Evening Nominations.

The deadline for receipt of completed confirmations by Company from Confirming Parties is 8:30 p.m. on the day prior to flow.

(e) Scheduled Evening Nominations Quantity Summary - Affected Service Requester.

Company shall provide an affected Service Requester a scheduled quantity summary by 9:00 p.m. on the day prior to flow.

(f) Scheduled Evening Nominations Quantity Summary - Point Operator.

Company shall provide an affected Point Operator a scheduled quantity summary by 9:00 p.m. on the day prior to flow.

(g) Scheduled Evening Nominations Quantity Summary - Bumped Parties (Notice to Bumped Parties).

A Bumped Party shall be provided a scheduled quantity summary by 9:00 p.m. on the day prior to flow.

The effective time of an Evening Nomination shall be no earlier than 9:00 a.m., the start of the Gas Day.

All intraday nominations for the upcoming Gas Day received during the period from the Timely Nomination deadline to the Evening Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

3. Intraday 1 Nomination Cycle.

On the current Gas Day:

(a) Service Requester Delivery of Intraday 1 Nominations.

The deadline for nominations leaving control of the Service Requester is 10:00 a.m. on the Gas Day.

(b) Company Receipt of Intraday 1 Nominations.

The time for receipt of nominations by Company is 10:15 a.m. on the Gas Day.

(c) Quick Response to Intraday 1 Nominations.

Company shall send the Quick Response to the Service Requester by 10:30 a.m. on the Gas Day.

(d) Confirmation of Intraday 1 Nominations.

The deadline for receipt of confirmations by Company from the Confirming Parties is 12:30 p.m. on the Gas Day.

(e) Scheduled Intraday 1 Quantity Summary - Affected Service Requester.

Company shall provide an affected Service Requester a scheduled quantity summary by 1:00 p.m. on the Gas Day.

(f) Scheduled Quantity Summary - Point Operator.

Company shall provide an affected Point Operator a scheduled quantity summary by 1:00 p.m. on the Gas Day.

(g) Scheduled Intraday 1 Quantity Summary - Bumped Parties (Notice to Bumped Parties).

A bumped party shall be provided a scheduled quantity summary by 1:00 p.m. on the Gas Day.

The effective time of an Intraday 1 Nomination shall be no earlier than 2:00 p.m. on the Gas Day.

All Intraday 1 Nominations for the current Gas Day received during the period from the Evening Nomination deadline to the Intraday 1 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

4. Intraday 2 Nomination Cycle.

On the current Gas Day:

(a) Service Requester Delivery of Intraday 2 Nominations.

The deadline for nominations leaving control of the Service Requester is 2:30 p.m. on the Gas Day.

(b) Company Receipt of Intraday 2 Nominations.

The time for receipt of nominations by Company is 2:45 p.m. on the Gas Day.

(c) Quick Response to Intraday 2 Nominations.

Company shall send the Quick Response to the Service Requester by 3:00 p.m. on the Gas Day.

(d) Confirmation of Intraday 2 Nominations.

The deadline for receipt of confirmations by Company from the Confirming Parties is 5:00 p.m. on the Gas Day.

(e) Scheduled Intraday 2 Quantity Summary – Affected Service Requester.

Company shall provide an affected Service Requester a scheduled quantity summary by 5:30 p.m. on the Gas Day.

(f) Scheduled Quantity Summary – Point Operator.

Company shall provide an affected Point Operator a scheduled quantity summary by 5:30 p.m. on the Gas Day.

(g) Scheduled Intraday 2 Quantity Summary – Bumped Parties (Notice to Bumped Parties).

A bumped party shall be provided a scheduled quantity summary by 5:30 p.m. on the Gas Day.

The effective time of an Intraday 2 Nomination shall be no earlier than 6:00 p.m. on the Gas Day.

All Intraday 2 Nominations for the current Gas Day received during the period from the Intraday 1 Nomination deadline to the Intraday 2 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

5. Intraday 3 Nomination Cycle.

On the current Gas Day:

(a) Service Requester Delivery of Intraday 3 Nominations.

The deadline for Intraday 3 Nominations leaving control of the Service Requester is 7:00 p.m. on the Gas Day.

(b) Company Receipt of Intraday 3 Nominations.

The time for receipt of nominations by Company is 7:15 p.m. on the Gas Day.

(c) Quick Response to Intraday 3 Nominations.

Company shall send the Quick Response to the Service Requester by 7:30 p.m. on the Gas Day.

(d) Confirmation of Intraday 3 Nominations.

The deadline for receipt of completed confirmations by Company from the Confirming Parties is 9:30 p.m. on the Gas Day.

(e) Scheduled Intraday 3 Nominations Quantity Summary - Affected Service Requester.

Company shall provide an affected Service Requester a quantity summary by 10:00 p.m. on the Gas Day.

(f) Scheduled Intraday 3 Nominations Quantity Summary - Affected Point Operator.

Company shall provide an affected Point Operator a scheduled quantity summary by 10:00 p.m. on the Gas Day.

The effective time of an Intraday 3 Nomination shall be no earlier than 10:00 p.m. on the Gas Day.

All Intraday 3 Nominations for the current Gas Day received during the period from the Intraday 2 Nomination deadline to the Intraday 3 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

6. For purposes of NAESB WGQ Standard 1.3.2(ii), (iii), (iv), and (v), the word “provides” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. [1.3.2 (vi)]

At the end of each Gas Day Company should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, the Company should send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard 1.4.6). A receiver of either of documents can waive the Company’s requirement to send such documents. [1.3.3]

7. Emergency Intraday Requests.

A majority of the time period in which an emergency intraday request can be submitted to Company is during non-traditional business hours. Consequently, it is the responsibility of the Nominating Party to see that Company has been notified that an emergency intraday nomination has been transmitted.

Emergency intraday requests will be processed using first come, first served, and will be confirmed and scheduled, if capacity is available on Company's system, on a best efforts basis.

If an emergency intraday request can be accepted and processed, Company will produce a quick response on a timely basis.

Scheduled quantity summaries reflecting scheduled emergency intraday requests will be generated and delivered to the appropriate parties on a timely basis.

8. Departure from Nomination and Scheduling Deadlines.

The sending party shall adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. [1.3.21]

With the exception of otherwise stated NAESB WGQ nomination deadlines, when Company receives a Nomination document from a Service Requester by the conclusion of a given quarter hour period, Company will send to the Service Requester's designated site a corresponding Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.37]

The quarter hour periods are defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.37]

9. Accessibility of Nomination and Scheduling Staff.

All parties, including Company, shall support a seven-days-a-week, twenty-four-hours-a-day nominations process. [1.3.4]

Company shall post when its scheduling staff will be at their normal work site.

It is recognized that the success of seven days a week, twenty-four hours a day nomination process is dependent on the availability of affected parties' scheduling personnel on a similar basis. [1.3.4]

Party contacts (including Company's scheduling personnel) need not be at their ordinary work sites but shall be available by telephone or other electronic means. [1.3.4]

Detailed instructions on how to reach Company's scheduling staff will be posted.

6.10.4 Capacity Allocation and Confirmation Process.

To effectuate the confirmation of the Company's pipeline, point, and compression service capacity on a non-discriminatory basis, when a constraint exists, Company shall utilize Section 6.10.4 paragraphs 1, 2, and 3 to allocate nominated quantities of gas.

A nomination line item that has (1) its Point of Receipt and its Point of Delivery within the Transportation Path and (2) its nominated flow direction is in the Transportation Path direction shall be referred to as an In-Path, In-Direction (IPID) nomination line item.

A nomination line item that has (1) its Point of Receipt and/or its Point of Delivery outside the Transportation Path and (2) its nomination flow direction is in the Transportation Path direction shall be referred to as an Out-of-Path, In-Direction (OPID) nomination line item.

A nomination line item that has (1) its Point of Receipt and its Point of Delivery within the Transportation Path and (2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an In-Path, Out-of-Direction (IPOD) nomination line item.

A nomination line item that has (1) its Point of Receipt and/or its Point of Delivery outside of the Transportation Path and (2) its nomination flow direction is opposite of the Transportation Path direction shall be referred to as an Out-of-Path, Out-of-Direction (OPOD) nomination line item.

1. Allocation of Constrained Pipeline Capacity.

In those instances in which the aggregate quantity of all validated nominations exceed the physical capacity of Company's system at a specific pipeline location or segment, Company will allocate capacity to the validated nominations at the constrained pipeline location in the following order:

(a) IPID Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

(b) IPOD Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (c) OPID Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (d) OPOD Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (e) Rate Schedule IT-1 and ITL-1 interruptible nominations.

Company shall prioritize nominations within this nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity.

2. Allocation of Point Capacity.

In those instances in which the aggregate net quantity of all validated nominations exceed Company's physical capacity to receive gas at a specific Point of Receipt or deliver gas at a specific Point of Delivery, Company will allocate capacity to the validated nominations at the constrained point location in the following order:

- (a) Primary Scheduling Rights Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's primary scheduling rights at such location.

- (b) Secondary In-Path (SIP) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

- (c) Secondary Out-of-Path (SOP) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

(d) Operational Purchases and Sales of Gas.

If required, Company shall prioritize nominations within this nomination class on the basis that (1) the lowest price paid by Company for operational gas will receive a higher queue position than the price paid by Company at a higher rate and (2) the highest price sold by Company for operational gas will receive a higher queue position than the price sold by Company at a lower rate.

Pro rata allocation of capacity within this nomination class for two or more parties at an equal rate, based on validated quantities.

(e) Interruptible Nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

3. Allocation of Compression Service Capacity.

In those instances, in which the aggregate quantity of all validated nominations exceed the physical capacity of a compressor station rendering service under a specific compression rate schedule set forth in Company's Tariff, Company will allocate capacity to the validated nominations at the constrained compressor in the following order:

(a) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, shall be based upon Shipper's Maximum Receipt Quantity at such compressor station as set forth in Exhibit A of the applicable compression service agreement.

(b) Interruptible Nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher interruptible

compression rate shall receive a higher queue position than those paying a lower interruptible compression rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

4. Confirmation Principles/Standards.

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the scheduled quantity for the previous intraday nomination cycle shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of an agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity. [1.3.22]

With respect to the above confirmation rules, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Company shall provide the Service Requester with the following information to explain why the nomination failed, as applicable:

- (i) Company did not conduct the confirmation;
- (ii) The upstream Confirming Party did not conduct the confirmation;
- (iii) The upstream Service Requester did not have the gas or submit the nomination;
- (iv) The downstream Confirming Party did not conduct the confirmation;

- (v) The downstream Service Requester did not have the market or submit the nomination.

This information shall be imparted to the Service Requester on the Scheduled Quantity document. [1.3.22]

Ranking shall be included in the list of data elements. Company shall use Service Requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. [1.3.23]

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. [1.3.40]

5. Initiation of Confirmation.

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation for the sender to send. [1.3.20]

For request to confirm and confirmation response processes, all parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. [1.3.35]

6. Timing of Confirmation.

When a Confirmation Requester receives a Confirmation Response document from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site a corresponding Confirmation Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.45]

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.45]

7. Departure from Confirmation Deadlines.

Confirming Parties' nightly processing and routine maintenance occurring outside normal business hours are apt to interrupt the normal schedule of confirmations/quick response turnaround stated in NAESB WGQ Standard 1.3.45 (see 10.46). Such delays shall be kept to a minimum. The normal schedule shall

be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. [1.3.46]

8. Stranded Nomination.

A nomination at an in-line Transfer Point may become isolated from its supply or market component as part of the confirmation process.

Company will attempt to contact the Nominating Party who has a stranded nomination to see if the Transfer Point requested can be changed to its corresponding physical point (no increase in transportation mileage). If such a nomination change cannot be made and confirmed in a timely manner, the stranded nomination will not be scheduled.

6.20 NOTICES

1. Contractual Notices.

Any notice or other communication required to be given or made in writing under an Agreement shall be sufficiently given if reduced to writing and delivered, mailed by prepaid mail, or other mechanical or electronic means of transmitting written messages, to the Person to which it is to be given or made at the address of such Person provided for in Exhibit A to such Agreement or at such other address as shall have last been notified by such Person to the other in the manner provided in this Section 6.20. Any such notice or other communication which is mailed or sent as aforesaid shall only be considered to be given or made when it is actually received by the Person to which it is given or made.

2. System-Wide Notices.

System-wide notices have a separate category for notices that are not critical. [5.3.18]

Company shall post system-wide notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

3. Critical Notices.

Critical notices shall be defined to pertain to information on Company conditions that affect scheduling or adversely affect scheduled gas flow. [5.2.1]

Company shall post critical notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

Notices shall describe the conditions and the specific responses required from the affected parties.

4. Intraday Bump Notices.

Intraday bump notices shall contain at least the affected Service Requester Contract, Receipt and/or Delivery Location, and Receipt and/or Delivery Point Quantity from the Scheduled Quantity (NAESB WGQ Standard 1.4.5). [5.3.40]

Intraday bump notices shall indicate whether daily penalties apply for the Gas Day for which quantities are reduced. [1.3.51]

5. Electronic Notice Delivery.

Electronic notice delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. [5.2.2]

Company shall support the concurrent sending of electronic notification of intraday bumps, operational flow orders and other critical notices to two Internet E-mail addresses for each affected party. [5.3.36]

Unless the affected party and Company have agreed to exclusive notification via EDI/EDM, the affected party shall provide Company one Internet E-mail address to be used for Electronic Notice Delivery of intraday bumps, operational flow orders and other critical notices. Company's obligation to provide notification is waived until the above requirement has been met. [5.3.35]

6.23 FLOWING GAS

Company and its trading partners shall accept all standard data elements as specified by NAESB WGQ and adopted by FERC. Such data elements and their usage are detailed in Section 6.35 of the General Terms and Conditions.

1. Pre-Determined Allocations (PDA)/Quick Response.

Natural gas is allocated among producers, operators, transporters, shippers, and others after gas flows, using various methodologies to allocate actual quantities. In order to manage the impact of actual quantities variance from scheduled quantities, the specification of the method to be used in allocating actual quantities prior to gas flow is imperative. PDAs accomplish this goal, by securing the agreement of the allocating -- and the allocated -- parties as to the method to be used for computing the allocation, relating scheduled quantities to actual physical flow. The implementation of a PDA clarifies all parties' expectations and responsibilities prior to gas flow.

The PDA Quick Response process shall perform two main functions: (1) to validate the requested allocation methodology, and (2) to quickly report back to the party submitting the PDA whether the requested allocation methodology has been accepted and approved. The Quick Response to the PDA, which will occur electronically, will include any error or warning messages related to the validation of the PDA data elements.

2. Allocation Statements.

The determination of the entitlement rights for each particular party of the actual flowing gas moving across any location is accomplished by allocating the actual flow among the parties. Allocations are performed by the operator of the affected location, using the pre-determined allocation method agreed to by the parties involved. The allocation statement is used to communicate the allocation information to the parties involved.

Company shall support daily allocations.

The list of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Operator Provided Value. [2.3.16]

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. [2.3.18]

Company shall support single-tier allocations.

The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. [2.3.26]

3. Shipper Imbalances.

(1) Shipper Imbalance Statements.

Allocation information at a contract and point level is provided in the imbalance statement. Imbalance statements shall be generated at the same time or prior to the generation of the transportation invoice.

In the event of a Shipper Imbalance, the imbalance statement shall serve as written notice to the Shipper that such an imbalance exists at the identified location(s).

(2) Shipper Imbalance Resolution.

Resolution to correct Shipper Imbalances shall be required. Shipper Imbalances at differing physical locations on Company's system will be discharged through transportation.

In the event of a Shipper Imbalance, Shipper or its Agent will have 45 days within which to correct such imbalance.

Company shall support the following methods of Shipper Imbalance resolution:

(a) In-kind.

To resolve a Shipper Imbalance due Company, a Shipper, or its Agent, may elect to deliver gas into Company's system at any Point of Receipt.

To resolve a Shipper Imbalance due Shipper, a Shipper, or its Agent, may elect to accept gas from Company's system at any Point of Delivery.

If Shipper creates and discharges an imbalance at the same point, there will be no associated charge for transportation or Company Use Gas.

(b) Netting.

Company shall allow a Shipper, or its Agent, to net Shipper Imbalances within the same Operational Impact Area on and across Agreements with such Shipper. [2.3.30]

(c) Trading.

Company shall allow a Shipper, or its Agent, to Trade Shipper Imbalances within the same Operational Impact Area on and across Agreements. [2.3.30]

Company shall provide the ability to post and Trade Shipper Imbalances until at least the close of the 19th business day of the month. [2.3.41]

An Authorization to post Imbalances (pursuant to NAESB WGQ Standard 2.4.9) that is received by Company by 11:45 a.m. shall be effective at 8:00 a.m. the next business day. An imbalance that is previously authorized for posting shall be posted on or before the ninth business day of the month. [2.3.40]

An imbalance trade can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the Trade. [2.3.47]

An imbalance trade is considered final when confirmed by the confirming trader and effectuated by Company. [2.3.47]

(d) Underdelivery Cashout.

To resolve a Shipper Imbalance due Company, Shipper may elect to reimburse Company for such Underdelivery.

Shipper must provide written notice to Company, within the resolution period, of its desire to cashout all or a portion of the Underdelivery quantity. At such time, Company will post an offer to buy working gas equal to the Underdelivery quantity specified by Shipper to resolve. Company shall select the lowest bid received from qualified bid parties and will facilitate the delivery of such working gas into its system. Company shall post all bids received from qualified bidding parties and select the lowest qualified bid. If the lowest qualified bid is not chosen, explanation and justification of the selected bid will also be posted.

Company shall invoice Shipper for the total cost of the working gas purchased to reduce or eliminate the Underdelivery at the time such working gas is received into Company's system.

To account for any Shipper Imbalance remaining after cashout, a Shipper and Company shall agree to designate one of the Shipper's Agreement(s) in the Operational Impact Area where the original Shipper Imbalance occurred, for such purpose.

(e) Underdelivery Penalty.

If a noticed Shipper imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Underdelivery, Company will invoice Shipper for an amount equal to the quantity of the Underdelivery times 150% of the actual price.

Amounts received by Company in the Production Month for settlement of Underdelivery Shipper Imbalances will be credited net of costs, to all Shippers except for the offending Shipper(s). Net penalty revenues shall be credited to all non-offending Shippers in the Billing Month for the corresponding Production Month in which the penalty was incurred. Such credit shall be allocated on the Dekatherm-miles transported for the Production Month in which the penalty occurred excluding the Dekatherm-miles of the offending Shipper(s). The credit shall be all penalty revenue net of costs.

(f) Overdelivery Retention.

If a noticed Shipper Imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Overdelivery, Company shall retain the quantity of gas in excess and use it to reduce Company Use Gas.

6.27.7 Capacity Release Timeline.

The capacity release timeline is applicable to all parties involved in the capacity release process. However, it is only applicable if (1) all information provided by the parties to the transaction is valid, and the acquiring Shipper has been determined to be credit-worthy before the capacity release Bid is tendered and (2) there are no special terms or conditions of the release. [5.3.1]

The capacity release timeline, stated in CCT, is as follows [5.3.2]:

- (a) For biddable releases (one year or less):
 - (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a business day;
 - (ii) Open season ends at 10:00 a.m. on the same or a subsequent business day.
 - (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of Best Bid is made, and ties are broken.
 - (iv) If no match is required, evaluation period ends and the award is posted by 11:00 a.m.
 - (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 noon.
 - (vi) The contract is issued within one hour of award posting (with a new contract number, when applicable).
 - (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- (b) For biddable releases (more than one year):
 - (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a business day.
 - (ii) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive business days.
 - (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of Best Bid is made, and ties are broken.

- (iv) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
 - (v) Where match is required, the match is communicated by 11:00 a.m.; the match response occurs by 11:30 a.m. and the award is posted by 12:00 noon.
 - (vi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - (vii) Nomination is possible beginning at the next available nominated cycle for the effective date of the contract.
- (c) For non-biddable releases:
- (i) The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 a.m.
 - Intraday 3 Cycle 6:00 p.m.
 - (ii) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
 - (iii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- (d) Methodologies Supported by Capacity Release Standard Timeline.

For the capacity release business process timing model, only the following methodologies are required to be supported by Company and provided to releasing shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: (1) highest rate, (2) net revenue, and (3) present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. [5.3.3]

- (e) Methodologies Not Supported by Capacity Release Standard Timeline.

Other choices of bid evaluation methodologies (including other releasing shipper defined evaluation methodologies) shall be accorded similar timeline evaluation

treatment at the discretion of Company. However, Company is not required to offer other choices or similar timeline treatment for other choices, nor, is Company held to the timeline should the releasing shipper elect another method of evaluation. [5.3.3]

6.27.8 Standard Recall Notification Periods.

Company shall support the following recall notification periods, stated in CCT, for all released capacity subject to recall rights [5.3.44]:

(a) Timely Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m.

(b) Early Evening Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m.

(c) Evening Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m.

(d) Intraday 1 Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m.

(e) Intraday 2 Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 12:00 p.m.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m.

- (f) Intraday 3 Recall Notifications.
- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the Company and the first Replacement Shipper no later than 4:00 p.m.
 - (ii) The Company should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m.

For recall notifications provided to Company prior to the recall notification deadlines above (NAESB WGQ Standard 5.3.44) and received between 7:00 a.m. and 5:00 p.m., Company shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. [5.3.45]

For recall notification provided to Company after 5:00 p.m. and prior to 7:00 a.m., Company shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. [5.3.45]

The Releasing Shipper shall provide capacity recall notification to its affected Replacement Shipper(s) at the same time it provides notification to Company. The mode of notification shall be mutually agreed between the Releasing Shipper and its Replacement Shipper(s). [5.1.2]

In the event of an intraday capacity recall, Company shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Company's tariff, services, and/or operational characteristics. [5.3.56]

6.35 DATA ELEMENTS

1. Data Set Usage by Company.

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
0.1.1	GT&C - Definitions, 6.1.39
0.3.3	GT&C - Credit Worthiness Notices, 6.40.1.1(b)
0.3.4	GT&C - Person Responsibilities, 6.40.2(b)
0.3.5	GT&C - Person Responsibilities, 6.40.2(c)
0.3.6	GT&C - Credit Worthiness Notices, 6.40.1.1(c)
0.3.7	GT&C - Credit Worthiness Notices, 6.40.1.1(a)
0.3.8	GT&C - Person Responsibilities, 6.40.2(d)
0.3.9	GT&C - Credit Worthiness Notices, 6.40.1.1(d)
0.3.10	GT&C - Designating Notice Representatives, 6.40.3
1.1.1	GT&C - Nomination and Scheduling Timeline, 6.10.2
1.1.10	GT&C - Applicability and Character of Service, 5.1.2
1.1.13	GT&C - Applicability and Character of Service, 5.1.2
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1.2.5	GT&C - Definitions, 6.1.78
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1.2.12	GT&C - Definitions, 6.1.37
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1.3.3	GT&C - Nomination and Scheduling Timeline, 6.10.2.6
1.3.4	GT&C - Nomination and Scheduling Timeline, 6.10.2.9
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1.3.11*	GT&C - Company Supported Nomination Classifications, 6.10.1.7
1.3.13	GT&C - Company Supported Nomination Classifications, 6.10.1.7
1.3.14	GT&C - Energy Quantity, 6.4.3.6
1.3.15*	GT&C - Nomination, 6.10.1.5
1.3.17	GT&C - Supported WGQ NAESB Standard by Reference, 6.36.1
1.3.18	GT&C - Supported WGQ NAESB Standard by Reference, 6.36.1
1.3.20	GT&C - Capacity Allocation and Confirmation Process, 6.10.4.5
1.3.21	GT&C - Nomination and Scheduling Timeline, 6.10.2.8
1.3.22	GT&C - Capacity Allocation and Confirmation Process, 6.10.4.4
1.3.23	GT&C - Capacity Allocation and Confirmation Process, 6.10.4.4
1.3.29	GT&C - Nomination, 6.10.1.5
1.3.31	GT&C - Nomination, 6.10.1.5
1.3.32	GT&C - Company Supported Nomination Classifications, 6.10.1.7
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4.1.40	GT&C - Quality of Gas, 6.5.5(b)
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5.3.58	GT&C - Parameters for Capacity Release Transactions, 6.27.4.4
5.3.60	GT&C - Credit Worthiness Notices, 6.40.1.1(e)(iv)

Standards Incorporated by Reference:

Additional Standards:

General:

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4, 0.2.5

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

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Location Data Download:

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0.4.1*

Nomination Related Standards:

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Data Sets:

1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:

2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12,
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2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60,
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2.4.17, 2.4.18

Invoicing Related Standards:

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14,
3.3.16, 3.3.17, 3.3.18, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26

Data Sets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.11, 4.2.12, 4.2.13, 4.2.14,
4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25,
4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36,
4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48,
4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61,
4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80,
4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.92, 4.3.93,
4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103,
4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.4, 5.2.5

Standards:

5.3.1, 5.3.5, 5.3.7, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.19, 5.3.20, 5.3.21, 5.3.22,
5.3.24, 5.3.26, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.37, 5.3.38, 5.3.39,
5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.55,
5.3.57, 5.3.59, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68,
5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*,
5.4.25, 5.4.26*, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10,
10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19,
10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28,
10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37,
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Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11,
10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21,
10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

6.36.5 Third Party Provided Title Transfer Tracking.

All Third Party Account Administrators wishing to provide title transfer tracking service shall so notify Company. All coordination between Third Party Account Administrators and Company shall be performed under a contract between the parties. Where Company is a Title Transfer Tracking Service Provider on its system, tariff provisions (terms, conditions, and rates) or general terms and conditions of Company, will take the place of a contract. [1.3.66]

Upon reasonable request of the Third Party Account Administrator, Company shall provide the Third Party Account Administrator with one of the following for conducting title transfer tracking activity:

- (a) location code(s);
- (b) contract identifier(s) used in the exchange of transactional data;
- (c) both (a) and (b) above.

In any event Title Transfer Tracking activity is always performed at or with respect to a location (physical or logical). [1.3.67]

Company shall communicate with any Title Transfer Tracking Service Provider that performs according to the applicable contract between the Title Transfer Tracking Service Provider and Company, and that operates in accordance with those NAESB WGQ standards applicable to Title Transfer Tracking. [1.3.69]

If Company has decided to offer Title Transfer Tracking service by means of an arrangement (including an agreement) with a party which will act as Company's designated party, and regardless of communication methodology between Account Holders and such designated party, Company shall, upon request, identify the Title Transfer Tracking Service Provider(s) at a location which have established active Title Transfer Tracking arrangements with Company. The relevant information to be provided shall include the name of each Title Transfer Tracking Service Provider, the ID code for each Title Transfer Tracking Service Provider used by Company, the contract number for each Title Transfer Tracking Service Provider assigned by Company (where applicable), the location code(s) nominatable to Company for transportation service to or from the location associated with each Title Transfer Tracking Service Provider. [1.3.73]

Appendix B

Northern Border Pipeline Company

FERC Gas Tariff, Second Revised Volume No. 1

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
6.6.6 – GT&C, Billing Error/Prior Period Adjustments	v.2.0.0
6.10.1 – GT&C, Nomination	v.2.0.0
6.10.2 – GT&C, Nomination and Scheduling Timeline	v.3.0.0
6.10.4 – GT&C, Capacity Allocation and Confirmation Process	v.5.0.0
6.20 – GT&C, Notices	v.2.0.0
6.23 – GT&C, Flowing Gas	v.2.0.0
6.27.7 – GT&C, Capacity Release Timeline	v.3.0.0
6.27.8 – GT&C, Standard Recall Notification Periods	v.2.0.0
6.35 – GT&C, Data Elements	v.4.0.0
6.36.5 – GT&C, Third Party Provided Title Transfer Tracking	v.2.0.0

6.6.6 Billing Error/Prior Period Adjustments.

In the event an error is discovered in the amount billed in any statement rendered by Company, such error shall be adjusted within 30 days of the determination thereof.

Prior period adjustment time limits shall be 6 months from the date of the initial transportation invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. [3.3.15]

6.10.1 Nomination.

1. Definition.

A nomination is a request for service by a Nominating Party to Company. Services nominated are provided under Company's Rate Schedules.

2. Use of Data Elements.

Nominating Party must supply nominations to Company using the pathed nomination model consistent with NAESB WGQ Standards.

Company shall recognize an industry supported standard nomination key. A standard nomination key is the data element subset used to identify a unique nomination.

3. Use of Common Codes.

When submitting a nomination, the Nominating Party shall use common codes for location points and legal entities.

4. Original Nominations.

When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. [1.3.6]

5. Nomination Principles/Standards.

Company supports the NAESB WGQ nomination related Principles by reference as detailed in Section 6.35 of the General Terms and Conditions.

The results of the in-kind fuel reimbursement calculations for the nomination process shall be rounded to the nearest dekatherm. The mathematical effect of rounding can yield a result of zero. Company shall not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth. [1.3.15]
[1.3.29]

The transportation priority for fuel shall be the same as the level of service as the transaction to which it applies. [1.3.31]

Company does not support overrun service.

A party to a transaction shall nominate, or otherwise communicate in a mutually agreeable manner, the identity of their transaction counterparty along with the applicable, associated nominations-related information to the appropriate Confirming Party or Title Transfer Service Provider. Failure to so act can result in the failure of the subject transaction to be communicated to and scheduled by Company. [1.3.74]

6. Confirmation.

~~During the confirmation process, the Confirming Requester and the Confirming Party compare information for the purpose of confirming nominations at a location. [1.1.17]~~

A Confirming Party may communicate with its party and/or the immediate counterparty as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. A Title Transfer Tracking Service Provider may communicate with its Account Holder(s) and/or its Account Holder(s)' immediate counterparty(ies) as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. [1.3.74]

7. Company Supported Nomination Classifications.

(a) Timely Nominations.

A timely nomination is a nomination, effective for an upcoming Gas Day(s), that is received prior to the timely nomination deadline for the first effective Gas Day nominated.

If a timely nomination does not meet the definition of a nomination because it contains an identifiable error or an element is missing, such timely nomination will be voided by Company.

(b) Intra-day.

Company shall allow for intra-day nominations. [1.3.8]

An intra-day nomination is a nomination submitted after the (timely) nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. [1.2.4]

For services that provide for intra-day nomination and scheduling, there ~~is~~are no limitations as to the number of intra-day nominations (line items as

per NAESB WGQ Standard 1.2.1) which a Service Requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. [1.3.32]

Intra-day nominations can be made at any Point of Receipt or Point of Delivery on Company's system.

Intra-day nominations do not rollover (i.e. intra-day nominations span one Gas dDay only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intra-day nomination modifies an existing nomination. [1.3.13]

An intra-day nomination which requests an effective period for more than one Gas Day will be voided by Company.

Intra-day nominations can be used to request increases or decreases in total flow, changes in receipt points, or changes to delivery points of scheduled gas. [1.3.11]

Intra-day nominations may be used to nominate new supply or market. [1.3.33]

Intra-day nomination shall include an effective date and time. [1.3.9]

The interconnected parties (Company and Interconnected Party) shall agree on the hourly flows of the intra-day nomination, if not otherwise addressed in Transporter's (Company's) contract or tariff. [1.3.9]

When Company reports intra-day scheduled quantities, "provide" shall mean, for transmittals pursuant to Standards 1.4.X, receipt at the designated site, and for the purposes of other forms of transmittal, it shall mean send or post. [1.3.2]

(c) Emergency Intra-day Requests.

In addition to the grid-wide intra-day nomination opportunities, Company shall accept, process, and attempt to schedule emergency intra-day requests on a best efforts basis.

To be classified as emergency intra-day request, such requests must: (1) not impact grid scheduled activity, (2) not result in a bumping event, and (3) not require a formal confirmation process with the interconnected systems.

8. Company Supported Grid-Wide Intra-day Nomination Cycles. [1.3.2]

No bumping shall occur at the final grid-wide intra-day 3 nomination ~~opportunity cycle~~ of the Gas Day, which ~~in the NAESB-WGQ intra-day model, is~~ shall be effective at 510:00 p.m. (CCT) ~~nomination (intra-day 2 nomination)~~.

Scheduled quantities resulting from intra-day 1 nominations shall be effective at 52:00 p.m. (CCT) on Gas Day. ~~{1.3.2}~~

Scheduled quantities resulting from intra-day 2 nominations shall be effective at 96:00 p.m. on Gas Day. ~~{1.3.2}~~

6.10.2 Nomination and Scheduling Timeline.

Company shall support the following standard nomination cycles pursuant to NAESB WGQ 1.3.2 (all times are CCT pursuant to timely nomination/intra-day nomination model diagramed at NAESB WGQ Standard 1.3.2(vi)0.3.17). Such nomination, confirmation, and scheduling timeline governs first Gas Day of the calendar month activity. [1.3.2] [1.1.1]

1. Timely Nominations. ~~[1.3.2]~~ On the day prior to gas flow:

- (a) ~~Shipper~~Service Requester Delivery of Timely Nominations.

The deadline for nominations leaving control of the ~~Nominating Party~~Service Requester is ~~11:30 a.m. 1:00 p.m. (CCT)~~ on the day prior to flow.

- (b) Company Receipt of Timely Nominations.

The time for receipt of nominations by Company is ~~11:45 a.m. 1:15 p.m. (CCT)~~ on the day prior to flow.

- (c) Quick Response to Timely Nominations.

Company shall send the Quick Response to the Service Requester by ~~noon~~1:30 p.m. (CCT) on the day prior to flow.

- (d) Confirmation of Timely Nominations.

The deadline for receipt of completed confirmations by Company from ~~upstream and downstream connected parties~~Confirming Parties (Interconnected Party) is ~~34:30 p.m. CCT~~ on the day prior to flow.

- (e) Scheduled Timely Nominations Quantity Summary - ~~Nominating Party~~Service Requester.

~~Nominating Party~~Service Requester shall receive a scheduled nomination summary by ~~4:30~~5:00 p.m. ~~CCT~~ on the day prior to flow.

- (f) Scheduled Timely Nominations Quantity Summary - ~~Interconnected Party/~~ Point Operator.

~~Interconnected Party/~~Point Operator shall receive a scheduled nomination summary by ~~4:30~~5:00 p.m. ~~CCT~~ on the day prior to flow.

The effective time of a Timely Nomination shall be no earlier than 9:00 a.m., the start of the next Gas Day.

~~(g) Day End Summary.~~

~~At the end of each Gas Day Company shall provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via 1.4.X scheduled quantity related standards, Company shall send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the sender's sending of the end of Gas Day Scheduled Quantity document. [1.3.3]~~

2. Evening Nomination Cycle. ~~[1.3.2]~~

On the day prior to gas flow:

(a) ~~Shipper~~Service Requester Delivery of Evening Nominations.

The deadline for nominations leaving control of the ~~Nominating Party~~Service Requester is 6:00 p.m. ~~CET~~ on the day prior to flow.

~~The effective time of an Evening Nomination shall be no earlier than 9:00 a.m. CET, the start of the Gas Day.~~

~~All intra-day nominations for the upcoming Gas Day received during the period from the timely nomination deadline to the Evening Nomination deadline will be batched and treated by Company as if they were received contemporaneously.~~

(b) Company Receipt of Evening Nominations.

The time for receipt of nominations by Company is 6:15 p.m. ~~CET~~ on the day prior to flow.

(c) Quick Response to Evening Nominations.

Company shall send ~~the~~ Quick Response to the Service Requester by 6:30 p.m. ~~CET~~ on the day prior to flow.

(d) Confirmation of Evening Nominations.

The deadline for receipt of completed confirmations by Company from ~~the upstream and downstream connected parties~~Confirming Parties is ~~9:00~~8:30 p.m. ~~CET~~ on the day prior to flow.

- (e) Scheduled Evening Nominations Quantity Summary - Affected ~~Nominating Party~~Service Requester.

Company shall provide an affected ~~Nominating Party~~Service Requester a scheduled quantity summary by ~~109~~:00 p.m. ~~CCT~~ on the day prior to flow.

- (f) Scheduled Evening Nominations Quantity Summary - ~~Affected Interconnected Party~~/Point Operator.

Company shall provide an affected ~~Interconnected Party~~/Point Operator a scheduled quantity summary by ~~109~~:00 p.m. ~~CCT~~ on the day prior to flow.

- (g) Scheduled Evening Nominations Quantity Summary - Bumped Parties (Notice to Bumped Parties).

A Bumped Party shall be provided a scheduled quantity summary by ~~109~~:00 p.m. ~~CCT~~ on the day prior to flow.

The effective time of an Evening Nomination shall be no earlier than 9:00 a.m., the start of the Gas Day.

All intraday nominations for the upcoming Gas Day received during the period from the Timely Nomination deadline to the Evening Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

3. Intra-day 1 Nomination Cycle. ~~{1.3.2}~~
On the current Gas Day:

- (a) ~~Shipper~~Service Requester Delivery of Intra-day 1 Nominations.

The deadline for nominations leaving control of the ~~Nominating Party~~Service Requester is 10:00 a.m. ~~CCT~~ on the Gas Day.

~~The effective time of an Intra-day 1 Nomination shall be no earlier than 5:00 p.m. CCT on the Gas Day.~~

~~All Intra-day 1 Nominations for the current Gas Day received during the period from the Evening Nomination deadline to the Intra-day 1 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.~~

- (b) Company Receipt of Intra-day 1 Nominations.

The time for receipt of nominations by Company is 10:15 a.m. ~~CET~~ on the Gas Day.

(c) Quick Response to Intra-day 1 Nominations.

Company shall send the Quick Response to the Service Requester by 10:30 a.m. ~~CET~~ on the Gas Day.

(d) Confirmation of Intra-day 1 Nominations.

The deadline for receipt of confirmations by Company from the ~~upstream and downstream connected parties~~ Confirming Parties is ~~4:00~~ 12:30 p.m. ~~CET~~ on the Gas Day.

(e) Scheduled Intra-day 1 Quantity Summary - Affected ~~Nominating Party~~ Service Requester.

Company shall provide an affected ~~Nominating Party~~ Service Requester a scheduled quantity summary by ~~21:00~~ 21:00 p.m. ~~CET~~ on the Gas Day.

(f) Scheduled Quantity Summary - ~~Affected Interconnected Party~~ / Point Operator.

Company shall provide an affected ~~Interconnected Party~~ / Point Operator a scheduled quantity summary by ~~21:00~~ 21:00 p.m. ~~CET~~ on the Gas Day.

(g) Scheduled Intra-day 1 Quantity Summary - Bumped Parties (Notice to Bumped Parties).

A bumped party shall be provided a scheduled quantity summary by ~~21:00~~ 21:00 p.m. ~~CET~~ on the Gas Day.

The effective time of an Intraday 1 Nomination shall be no earlier than 2:00 p.m. on the Gas Day.

All Intraday 1 Nominations for the current Gas Day received during the period from the Evening Nomination deadline to the Intraday 1 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

4. Intra-day 2 Nomination Cycle. ~~[1.3.2]~~
On the current Gas Day:

(a) Service Requester Delivery of Intraday 2 Nominations.

The deadline for nominations leaving control of the Service Requester is 2:30 p.m. on the Gas Day.

(b) Company Receipt of Intraday 2 Nominations.

The time for receipt of nominations by Company is 2:45 p.m. on the Gas Day.

(c) Quick Response to Intraday 2 Nominations.

Company shall send the Quick Response to the Service Requester by 3:00 p.m. on the Gas Day.

(d) Confirmation of Intraday 2 Nominations.

The deadline for receipt of confirmations by Company from the Confirming Parties is 5:00 p.m. on the Gas Day.

(e) Scheduled Intraday 2 Quantity Summary – Affected Service Requester.

Company shall provide an affected Service Requester a scheduled quantity summary by 5:30 p.m. on the Gas Day.

(f) Scheduled Quantity Summary – Point Operator.

Company shall provide an affected Point Operator a scheduled quantity summary by 5:30 p.m. on the Gas Day.

(g) Scheduled Intraday 2 Quantity Summary – Bumped Parties (Notice to Bumped Parties).

A bumped party shall be provided a scheduled quantity summary by 5:30 p.m. on the Gas Day.

The effective time of an Intraday 2 Nomination shall be no earlier than 6:00 p.m. on the Gas Day.

All Intraday 2 Nominations for the current Gas Day received during the period from the Intraday 1 Nomination deadline to the Intraday 2 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

5. Intraday 3 Nomination Cycle.

On the current Gas Day:

- (a) ~~Shipper~~Service Requester Delivery of Intra-day 23 Nominations.

The deadline for Intra-day 23 Nominations leaving control of the ~~Nominating Party~~Service Requester is 57:00 p.m. ~~CCT~~ on the Gas Day.

~~The effective time of an Intra-day 2 Nomination shall be no earlier than 9:00 p.m. CCT on the Gas Day.~~

~~All Intra-day 2 Nominations for the current Gas Day received during the period from the Intra-day 1 Nomination deadline to the Intra-day 2 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.~~

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

- (b) Company Receipt of Intra-day 23 Nominations.

The time for receipt of nominations by Company is 57:15 p.m. ~~CCT~~ on the Gas Day.

- (c) Quick Response to Intra-day 23 Nominations.

Company shall send the Quick Response to the Service Requester by 57:30 p.m. ~~CCT~~ on the Gas Day.

- (d) Confirmation of Intra-day 23 Nominations.

The deadline for receipt of completed confirmations by Company from the ~~upstream and downstream connected parties~~Confirming Parties is 8:009:30 p.m. ~~CCT~~ on the Gas Day.

- (e) Scheduled Intra-day 23 Nominations Quantity Summary - Affected ~~Nominating Party~~Service Requester.

Company shall provide an affected ~~Nominating Party~~Service Requester a quantity summary by 910:00 p.m. ~~CCT~~ on the Gas Day.

- (f) Scheduled Intra-day 23 Nominations Quantity Summary - Affected ~~Interconnected Party~~/Point Operator.

Company shall provide an affected ~~Interconnected Party~~/Point Operator a scheduled quantity summary by 910:00 p.m. ~~CCT~~ on the Gas Day.

The effective time of an Intraday 3 Nomination shall be no earlier than 10:00 p.m. on the Gas Day.

All Intraday 3 Nominations for the current Gas Day received during the period from the Intraday 2 Nomination deadline to the Intraday 3 Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

6. For purposes of NAESB WGQ Standard 1.3.2(ii), (iii), (iv), and (v), the word “provides” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. [1.3.2 (vi)]

At the end of each Gas Day Company should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, the Company should send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard 1.4.6). A receiver of either of documents can waive the Company’s requirement to send such documents. [1.3.3]

57. Emergency Intra-day Requests.

A majority of the time period in which an emergency intra-day request can be submitted to Company is during non-traditional business hours. Consequently, it is the responsibility of the Nominating Party to see that Company has been notified that an emergency intra-day nomination has been transmitted.

Emergency intra-day requests will be processed using first come, first served, and will be confirmed and scheduled, if capacity is available on Company's system, on a best efforts basis.

If an emergency intra-day request can be accepted and processed, Company will produce a quick response on a timely basis.

Scheduled quantity summaries reflecting scheduled emergency intra-day requests will be generated and delivered to the appropriate parties on a timely basis.

68. Departure from Nomination and Scheduling Deadlines.

The sending party shall adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. [1.3.21]

With the exception of otherwise stated NAESB WGQ nomination deadlines, when Company receives a Nomination document from a Service Requester by the conclusion of a given quarter hour period, Company will send to the Service Requester's designated site a corresponding Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.37]

The quarter hour periods are defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.37]

79. Accessibility of Nomination and Scheduling Staff.

All parties, including Company, shall support a seven-days-a-week, twenty-four-hours-a-day nominations process. [1.3.4]

Company shall post when its scheduling staff will be at their normal work site.

It is recognized that the success of seven days a week, twenty-four hours a day nomination process is dependent on the availability of affected parties' scheduling personnel on a similar basis. [1.3.4]

Party contacts (including Company's scheduling personnel) need not be at their ordinary work sites but shall be available by telephone or ~~beeper~~other electronic means. [1.3.4]

Detailed instructions on how to reach Company's scheduling staff will be posted.

6.10.4 Capacity Allocation and Confirmation Process.

To effectuate the confirmation of the Company's pipeline, point, and compression service capacity on a non-discriminatory basis, when a constraint exists, Company shall utilize Section 6.10.4 paragraphs 1, 2, and 3 to allocate nominated quantities of gas.

A nomination line item that has (1) its Point of Receipt and its Point of Delivery within the Transportation Path and (2) its nominated flow direction is in the Transportation Path direction shall be referred to as an In-Path, In-Direction (IPID) nomination line item.

A nomination line item that has (1) its Point of Receipt and/or its Point of Delivery outside the Transportation Path and (2) its nomination flow direction is in the Transportation Path direction shall be referred to as an Out-of-Path, In-Direction (OPID) nomination line item.

A nomination line item that has (1) its Point of Receipt and its Point of Delivery within the Transportation Path and (2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an In-Path, Out-of-Direction (IPOD) nomination line item.

A nomination line item that has (1) its Point of Receipt and/or its Point of Delivery outside of the Transportation Path and (2) its nomination flow direction is opposite of the Transportation Path direction shall be referred to as an Out-of-Path, Out-of-Direction (OPOD) nomination line item.

1. Allocation of Constrained Pipeline Capacity.

In those instances in which the aggregate quantity of all validated nominations exceed the physical capacity of Company's system at a specific pipeline location or segment, Company will allocate capacity to the validated nominations at the constrained pipeline location in the following order:

(a) IPID Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

(b) IPOD Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (c) OPID Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (d) OPOD Rate Schedule T-1/T-1B and FTL-1 firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity up to Shipper's Maximum Receipt Quantity.

- (e) Rate Schedule IT-1 and ITL-1 interruptible nominations.

Company shall prioritize nominations within this nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity.

2. Allocation of Point Capacity.

In those instances in which the aggregate net quantity of all validated nominations exceed Company's physical capacity to receive gas at a specific Point of Receipt or deliver gas at a specific Point of Delivery, Company will allocate capacity to the validated nominations at the constrained point location in the following order:

- (a) Primary Scheduling Rights Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's primary scheduling rights at such location.

- (b) Secondary In-Path (SIP) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

- (c) Secondary Out-of-Path (SOP) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

(d) Operational Purchases and Sales of Gas.

If required, Company shall prioritize nominations within this nomination class on the basis that (1) the lowest price paid by Company for operational gas will receive a higher queue position than the price paid by Company at a higher rate and (2) the highest price sold by Company for operational gas will receive a higher queue position than the price sold by Company at a lower rate.

Pro rata allocation of capacity within this nomination class for two or more parties at an equal rate, based on validated quantities.

(e) Interruptible Nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

3. Allocation of Compression Service Capacity.

In those instances, in which the aggregate quantity of all validated nominations exceed the physical capacity of a compressor station rendering service under a specific compression rate schedule set forth in Company's Tariff, Company will allocate capacity to the validated nominations at the constrained compressor in the following order:

(a) Firm Nominations.

Pro rata allocation of capacity within this nomination class, if necessary, shall be based upon Shipper's Maximum Receipt Quantity at such compressor station as set forth in Exhibit A of the applicable compression service agreement.

(b) Interruptible Nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher interruptible

compression rate shall receive a higher queue position than those paying a lower interruptible compression rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

4. Confirmation Principles/Standards.

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the ~~previously~~-scheduled quantity for the Timely Nomination Cycle of the previous Gas Day shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for increases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the ~~previously~~-scheduled quantity for the previous intraday nomination cycle shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for decreases during the intra-day nomination/confirmation process, in the absence of an agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity. [1.3.22]

With respect to the above confirmation rules, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Company shall provide the Service Requester with the following information to explain why the nomination failed, as applicable:

- (i) Company did not conduct the confirmation;
- (ii) The upstream Confirming Party did not conduct the confirmation;
- (iii) The upstream Service Requester did not have the gas or submit the nomination;

- (iv) The downstream Confirming Party did not conduct the confirmation;
- (v) The downstream Service Requester did not have the market or submit the nomination.

This information shall be imparted to the Service Requester on the Scheduled Quantity document. [1.3.22]

Ranking shall be included in the list of data elements. Company shall use Service Requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. [1.3.23]

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. [1.3.40]

5. Initiation of Confirmation.

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation for the sender to send. [1.3.20]

For request to confirm and confirmation response processes, all parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. [1.3.35]

6. Timing of Confirmation.

When a Confirmation Requester receives a Confirmation Response document from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site a corresponding Confirmation Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.45]

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.45]

7. Departure from Confirmation Deadlines.

Confirming Parties' nightly processing and routine maintenance occurring outside normal business hours are apt to interrupt the normal schedule of confirmations/quick response turnaround stated in NAESB WGQ Standard 1.3.45

(see 10.46). Such delays shall be kept to a minimum. The normal schedule shall be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. [1.3.46]

8. Stranded Nomination.

A nomination at an in-line Transfer Point may become isolated from its supply or market component as part of the confirmation process.

Company will attempt to contact the Nominating Party who has a stranded nomination to see if the Transfer Point requested can be changed to its corresponding physical point (no increase in transportation mileage). If such a nomination change cannot be made and confirmed in a timely manner, the stranded nomination will not be scheduled.

6.20 NOTICES

1. Contractual Notices.

Any notice or other communication required to be given or made in writing under an Agreement shall be sufficiently given if reduced to writing and delivered, mailed by prepaid mail, or other mechanical or electronic means of transmitting written messages, to the Person to which it is to be given or made at the address of such Person provided for in Exhibit A to such Agreement or at such other address as shall have last been notified by such Person to the other in the manner provided in this Section 6.20. Any such notice or other communication which is mailed or sent as aforesaid shall only be considered to be given or made when it is actually received by the Person to which it is given or made.

2. System-Wide Notices.

System-wide notices have a separate category for notices that are not critical. [5.3.18]

Company shall post system-wide notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

3. Critical Notices.

Critical notices shall be defined to pertain to information on Company conditions that affect scheduling or adversely affect scheduled gas flow. [5.2.1]

Company shall post critical notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

Notices shall describe the conditions and the specific responses required from the affected parties.

4. Intra-~~d~~Day Bump Notices.

Intra-~~day~~ bump notices shall contain at least the affected Service Requester Contract, Receipt and/or Delivery Location, and Receipt and/or Delivery Point Quantity from the Scheduled Quantity (NAESB WGQ Standard 1.4.5). [5.3.40]

Intra-~~day~~ bump notices shall indicate whether daily penalties apply for the ~~g~~Gas ~~d~~Day for which quantities are reduced. [1.3.51]

5. Electronic Notice Delivery.

Electronic notice delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. [5.2.2]

| Company shall support the concurrent sending of electronic notification of intra-day bumps, operational flow orders and other critical notices to two Internet E-mail addresses for each affected party. [5.3.36]

| Unless the affected party and Company have agreed to exclusive notification via EDI/EDM, the affected party shall provide Company one Internet E-mail address to be used for Electronic Notice Delivery of intra-day bumps, operational flow orders and other critical notices. Company's obligation to provide notification is waived until the above requirement has been met. [5.3.35]

6.23 FLOWING GAS

Company and its trading partners shall accept all standard data elements as specified by NAESB WGQ and adopted by FERC. Such data elements and their usage are detailed in Section 6.35 of the General Terms and Conditions.

1. Pre-Determined Allocations (PDA)/Quick Response.

Natural gas is allocated among producers, operators, transporters, shippers, and others after gas flows, using various methodologies to allocate actual quantities. In order to manage the impact of actual quantities variance from scheduled quantities, the specification of the method to be used in allocating actual quantities prior to gas flow is imperative. PDAs accomplish this goal, by securing the agreement of the allocating -- and the allocated -- parties as to the method to be used for computing the allocation, relating scheduled quantities to actual physical flow. The implementation of a PDA clarifies all parties' expectations and responsibilities prior to gas flow.

The PDA Quick Response process shall perform two main functions: (1) to validate the requested allocation methodology, and (2) to quickly report back to the party submitting the PDA whether the requested allocation methodology has been accepted and approved. The Quick Response to the PDA, which will occur electronically, will include any error or warning messages related to the validation of the PDA data elements.

2. Allocation Statements.

The determination of the entitlement rights for each particular party of the actual flowing gas moving across any location is accomplished by allocating the actual flow among the parties. Allocations are performed by the operator of the affected location, using the pre-determined allocation method agreed to by the parties involved. The allocation statement is used to communicate the allocation information to the parties involved.

Company shall support daily allocations.

The list of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Operator Provided Value. [2.3.16]

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. [2.3.18]

Company shall support single-tier allocations.

The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. [2.3.26]

3. Shipper Imbalances.

(1) Shipper Imbalance Statements.

Allocation information at a contract and point level is provided in the imbalance statement. Imbalance statements shall be generated at the same time or prior to the generation of the transportation invoice.

In the event of a Shipper Imbalance, the imbalance statement shall serve as written notice to the Shipper that such an imbalance exists at the identified location(s).

(2) Shipper Imbalance Resolution.

Resolution to correct Shipper Imbalances shall be required. Shipper Imbalances at differing physical locations on Company's system will be discharged through transportation.

In the event of a Shipper Imbalance, Shipper or its Agent will have 45 days within which to correct such imbalance.

Company shall support the following methods of Shipper Imbalance resolution:

(a) In-kind.

To resolve a Shipper Imbalance due Company, a Shipper, or its Agent, may elect to deliver gas into Company's system at any Point of Receipt.

To resolve a Shipper Imbalance due Shipper, a Shipper, or its Agent, may elect to accept gas from Company's system at any Point of Delivery.

If Shipper creates and discharges an imbalance at the same point, there will be no associated charge for transportation or Company Use Gas.

(b) Netting.

Company shall allow a Shipper, or its Agent, to net Shipper Imbalances within the same Operational Impact Area on and across Agreements with such Shipper. [2.3.30]

(c) Trading.

Company shall allow a Shipper, or its Agent, to Trade Shipper Imbalances within the same Operational Impact Area on and across Agreements. [2.3.30]

Company shall provide the ability to post and Trade Shipper Imbalances until at least the close of the 19th business day of the month. [2.3.41]

~~An~~ Authorization to post Imbalances (~~pursuant to NAESB WGQ Standard 2.4.9~~) that ~~are~~is received by Company by 11:45 a.m. ~~CCT~~ shall be effective at 8:00 a.m. ~~CCT~~ the next business day. ~~Imbalances~~An imbalance that is previously authorized for posting shall be posted on or before the ninth business day of the month. [2.3.40]

~~Shipper Imbalance Trades~~An imbalance trade can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the Trade. [2.3.47]

~~Shipper Imbalance Trades are~~An imbalance trade is considered final when confirmed by the confirming trader and effectuated by Company. [2.3.47]

~~After receipt of an imbalance Trade confirmation, Company shall send the imbalance Trade notification to the initiating trader and the confirming trader no later than 4:30 p.m. CCT the next business day.~~ [2.3.49]

(d) Underdelivery Cashout.

To resolve a Shipper Imbalance due Company, Shipper may elect to reimburse Company for such Underdelivery.

Shipper must provide written notice to Company, within the resolution period, of its desire to cashout all or a portion of the Underdelivery quantity. At such time, Company will post an offer to buy working gas equal to the Underdelivery quantity specified by Shipper to resolve. Company shall select the lowest bid received from qualified bid parties and

will facilitate the delivery of such working gas into its system. Company shall post all bids received from qualified bidding parties and select the lowest qualified bid. If the lowest qualified bid is not chosen, explanation and justification of the selected bid will also be posted.

Company shall invoice Shipper for the total cost of the working gas purchased to reduce or eliminate the Underdelivery at the time such working gas is received into Company's system.

To account for any Shipper Imbalance remaining after cashout, a Shipper and Company shall agree to designate one of the Shipper's Agreement(s) in the Operational Impact Area where the original Shipper Imbalance occurred, for such purpose.

(e) Underdelivery Penalty.

If a noticed Shipper imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Underdelivery, Company will invoice Shipper for an amount equal to the quantity of the Underdelivery times 150% of the actual price.

Amounts received by Company in the Production Month for settlement of Underdelivery Shipper Imbalances will be credited net of costs, to all Shippers except for the offending Shipper(s). Net penalty revenues shall be credited to all non-offending Shippers in the Billing Month for the corresponding Production Month in which the penalty was incurred. Such credit shall be allocated on the Dekatherm-miles transported for the Production Month in which the penalty occurred excluding the Dekatherm-miles of the offending Shipper(s). The credit shall be all penalty revenue net of costs.

(f) Overdelivery Retention.

If a noticed Shipper Imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Overdelivery, Company shall retain the quantity of gas in excess and use it to reduce Company Use Gas.

6.27.7 Capacity Release Timeline.

The capacity release timeline is applicable to all parties involved in the capacity release process. However, it is only applicable if (1) all information provided by the parties to the transaction is valid, and the acquiring Shipper has been determined to be credit-worthy before the capacity release Bid is tendered and (2) there are no special terms or conditions of the release. [5.3.1]

The capacity release timeline, stated in CCT, is as follows [5.3.2]:

(a) For biddable releases (one year or less):

- (i) Offers shall be tendered such that they can be posted by ~~12:00 p.m.~~ 11:00 a.m. (CCT) on a business day;
- (ii) ~~Open season ends at no later than 1:00 p.m. (CCT) 10:00 a.m. on the same or a subsequent business day. (evaluation period begins at 1:00 p.m. (CCT) during which contingency is eliminated, determination of Best Bid is made, and ties are broken);~~
- (iii) ~~evaluation period ends and award posted if no match required at 2:00 p.m. (CCT);~~ evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of Best Bid is made, and ties are broken.
- (iv) If no match is required, evaluation period ends and the award is communicated posted by 11:00 a.m. (CCT); ~~2:00 p.m. (CCT);~~
- (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 noon.
- (vi) ~~where match required, award posting by 3:00 p.m. (CCT);~~
- (vi) The contract is issued within one hour of award posting (with a new contract number, when applicable); ~~nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~
- (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(b) For biddable releases (more than one year):

- (i) Offers shall be tendered such that they can be posted by 12:00 p.m. (CCT) 9:00 a.m. on a~~four~~ business days ~~before award~~;
- (ii) ~~Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive ends no later than 1:00 p.m. (CCT) on the business days before timely nominations are due (open season is three business days);~~
- (iii) ~~E~~Evaluation period begins at ~~1:00 p.m. (CCT)~~10:00 a.m. during which ~~contingency is any contingencies are~~ eliminated, determination of Best Bid is made, and ties are broken;
- (iv) If no match is required, the evaluation period ends and the awards are ~~is~~ posted ~~if no match required at 2:00 p.m. (CCT);~~by 11:00 a.m.
- (v) Where match is required, the match or award is communicated by 2:00 p.m. (CCT) 11:00 a.m.; the match response occurs by 11:30 a.m. and the award is posted by 12:00 noon.
- ~~(vi) match response by 2:30 p.m. (CCT);~~
- ~~(vii) where match required, award posting by 3:00 p.m. (CCT);~~
- (viii) The contract is issued within one hour of the award posting (with a new contract number, when applicable); ~~nomination possible beginning at the next available nominated cycle for the effective date of the contract.~~
- (vii) Nomination is possible beginning at the next available nominated cycle for the effective date of the contract.
- ~~(c) For Non-biddable Releases in the Timely Cycle:~~
 - ~~(i) posting of prearranged deals not subject to bid are due by 10:30 a.m. (CCT);~~
 - ~~(ii) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~
- ~~(d) For non-biddable releases in the Evening Cycle:~~
 - ~~(i) posting of prearranged deals not subject to bid are due by 5:00 p.m. (CCT);~~

~~(ii) contract issue within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~(e) Intra-day 1 Cycle.~~

~~(i) posting of prearranged deals not subject to bid are due by 9:00 a.m. (CCT);~~

~~(ii) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~(f) Intra-day 2 Cycle.~~

~~(i) posting of prearranged deals not subject to bid are due by 4:00 p.m. (CCT);~~

~~(ii) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

(c) For non-biddable releases:

(i) The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 a.m.
- Intraday 3 Cycle 6:00 p.m.

(ii) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).

(iii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(gd) Methodologies Supported by Capacity Release Standard Timeline.

For the capacity release business process timing model, only the following methodologies are required to be supported by Company and provided to releasing shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: (1) highest rate, (2) net revenue, and (3) present value. For index-based capacity release transactions,

the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. [5.3.3]

| ~~(he)~~ Methodologies Not Supported by Capacity Release Standard Timeline.

Other choices of bid evaluation methodologies (including other releasing shipper defined evaluation methodologies) shall be accorded similar timeline evaluation treatment at the discretion of Company. However, Company is not required to offer other choices or similar timeline treatment for other choices, nor, is Company held to the timeline should the releasing shipper elect another method of evaluation. [5.3.3]

6.27.8 Standard Recall Notification Periods.

Company shall support the following recall notification periods, stated in CCT, for all released capacity subject to recall rights [5.3.44]:

(a) Timely Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m. ~~(CCT)~~.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. ~~(CCT)~~.

(b) Early Evening Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m. ~~(CCT)~~.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. ~~(CCT)~~.

(c) Evening Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m. ~~(CCT)~~.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. ~~(CCT)~~.

(d) Intra-day 1 Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m. ~~(CCT)~~.
- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. ~~(CCT)~~.

(e) Intra-day 2 Recall Notification.

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than ~~2:30~~12:00 p.m. ~~(CCT)~~.

- (ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than ~~3:30~~1:00 p.m. ~~(CCT)~~.

(f) Intraday 3 Recall Notifications.

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the Company and the first Replacement Shipper no later than 4:00 p.m.

- (ii) The Company should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m.

For recall notifications provided to Company prior to the recall notification deadlines above (NAESB WGQ Standard 5.3.44) and received between 7:00 a.m. and 5:00 p.m. ~~(CCT)~~, Company shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. [5.3.45]

For recall notification provided to Company after 5:00 p.m. and prior to 7:00 a.m. ~~(CCT)~~, Company shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. ~~(CCT)~~ after receipt of such recall notification. [5.3.45]

The Releasing Shipper shall provide capacity recall notification to its affected Replacement Shipper(s) at the same time it provides notification to Company. The mode of notification shall be mutually agreed between the Releasing Shipper and its Replacement Shipper(s). [5.1.2]

In the event of an intra-day capacity recall, Company shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Company's tariff, services, and/or operational characteristics. [5.3.56]

6.35 DATA ELEMENTS

1. Data Set Usage by Company.

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 23.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
0.1.1	GT&C - Definitions, 6.1.39
0.3.3	GT&C - Credit Worthiness Notices, 6.40.1.1(b)
0.3.4	GT&C - Person Responsibilities, 6.40.2(b)
0.3.5	GT&C - Person Responsibilities, 6.40.2(c)
0.3.6	GT&C - Credit Worthiness Notices, 6.40.1.1(c)
0.3.7	GT&C - Credit Worthiness Notices, 6.40.1.1(a)
0.3.8	GT&C - Person Responsibilities, 6.40.2(d)
0.3.9	GT&C - Credit Worthiness Notices, 6.40.1.1(d)
0.3.10	GT&C - Designating Notice Representatives, 6.40.3
1.1.1	GT&C - Nomination and Scheduling Timeline, 6.10.2
1.1.10	GT&C - Applicability and Character of Service, 5.1.2
1.1.13	GT&C - Applicability and Character of Service, 5.1.2
1.1.17	GT&C - Nomination, 6.10.1.6
1.2.3	GT&C - Definitions, 6.1.85
1.2.4	GT&C - Company Supported Nomination Classifications, 6.10.1.7
1.2.5	GT&C - Definitions, 6.1.78
1.2.6	GT&C - Definitions, 6.1.74
1.2.8	GT&C - Definitions, 6.1.27
1.2.9	GT&C - Definitions, 6.1.28
1.2.10	GT&C - Definitions, 6.1.28
1.2.12	GT&C - Definitions, 6.1.37
1.2.13	GT&C - Definitions, 6.1.104
1.2.14	GT&C - Definitions, 6.1.105
1.2.15	GT&C - Definitions, 6.1.108
1.2.16	GT&C - Definitions, 6.1.109

1.2.17	GT&C - Definitions, 6.1.103
1.2.18	GT&C - Definitions, 6.1.1
1.2.19	GT&C - Definitions, 6.1.107
1.3.1*	GT&C - Definitions, 6.1.43
1.3.2(i-vi)	GT&C - Nomination and Scheduling Timeline, 6.10.2
1.3.2(vi)	GT&C - Nomination and Scheduling Timeline, 6.10.2.1
1.3.3	GT&C - Nomination and Scheduling Timeline, 6.10.2.46
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6.36.5 Third Party Provided Title Transfer Tracking.

All Third Party Account Administrators wishing to provide title transfer tracking service shall so notify Company. All coordination between Third Party Account Administrators and Company shall be performed under a contract between the parties. Where Company is a Title Transfer Tracking Service Provider on its system, tariff provisions (terms, conditions, and rates) or general terms and conditions of Company, will take the place of a contract. [1.3.66]

Upon reasonable request of the Third Party Account Administrator, Company shall provide the Third Party Account Administrator with one of the following for conducting title transfer tracking activity:

- (a) location code(s);
- (b) contract identifier(s) used in the exchange of transactional data;
- (c) both (a) and (b) above.

In any event Title Transfer Tracking activity is always performed at or with respect to a location (physical or logical). [1.3.67]

Company shall communicate with any Title Transfer Tracking Service Provider that performs according to the applicable contract between the Title Transfer Tracking Service Provider and Company, and that operates in accordance with those NAESB WGQ standards applicable to Title Transfer Tracking. [1.3.69]

If Company has decided to offer Title Transfer Tracking service by means of an arrangement (including an agreement) with a party which will act as Company's designated party, and regardless of communication methodology between Account Holders and such designated party, Company shall, upon request, identify the Title Transfer Tracking Service Provider(s) at a location which have established active Title Transfer Tracking arrangements with Company. The relevant information to be provided shall include the name of each Title Transfer Tracking Service Provider, the ID code for each Title Transfer Tracking Service Provider used by Company, the contract number for each Title Transfer Tracking Service Provider assigned by Company (where applicable), the location code(s) nominatable to Company for transportation service to or from the location associated with each Title Transfer Tracking Service Provider. ~~If, in the future, the common code for locations central repository includes listing of Title Transfer Tracking Service Providers by location, the requirements of this standard shall be met.~~ [1.3.73]