



February 1, 2016

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

ANR Pipeline Company
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Re: ANR 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 ANR Pipeline Company ("ANR") respectfully submits for filing the tariff sections included as Appendix A to be part of its FERC Gas Tariff, Third 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 ANR respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective April 1, 2016.³

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

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").

³ Appendix A contains a complete description of each revised Tariff section including the section name, number, and version.

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Statement of the 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, 2016.⁴ 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 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.⁵

Since the issuance of Order No. 587-W, ANR has undergone a process of identifying the changes necessary to implement the 3.0 Standards. As a result, ANR has updated Section

⁴ 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).

⁵ Order No. 587-W, at P 42.

6.18.15 of the General Terms and Conditions of its Tariff, consistent with the sample tariff record provided by the Commission.⁶ Specifically, for each NAESB 3.0 Standard, ANR 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 6.18.15, ANR has modified the applicable tariff sections, where necessary, to incorporate language revisions contained in the 3.0 Standards, as set forth in Appendix A.⁷

Request for Waiver

Order No. 587-W requires that if a pipeline is requesting continuation of an existing waiver, it must include a table in its transmittal letter that states the standard for which a waiver was granted, and the docket number or order citation to the proceeding in which the waiver or extension was granted.⁸ Additionally, the pipeline must also present an explanation as to why such waiver should remain in force with regard to the 3.0 Standards.⁹ Consistent with these requirements, as more fully described below, ANR respectfully requests a continuation of an existing waiver for the 3.0 Standards 1.3.2(v) and 1.3.39.¹⁰

Limited Waiver of Standard 1.3.2(v)

NAESB 3.0 Standard 1.3.2, parts (i) through (vi), sets forth five standard nomination cycles (Timely, Evening, Intraday 1, Intraday 2, and Intraday 3) with bumping of interruptible transportation service allowed in the Evening, Intraday 1, and Intraday 2 cycles only.

⁶ 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.

⁷ ANR's Tariff Section 6.6.1, paragraph (a), reflects a total of seven (7) nomination cycles, including four (4) NAESB cycles in accordance with current NAESB standards and three (3) non-NAESB cycles. NAESB 3.0 Standard Nos. 1.3.2(i)-(v) include a revised nomination timeline and a total of five (5) NAESB nomination cycles. Therefore, ANR is proposing as part of the instant filing to continue offering a total of seven (7) nomination cycles in its implementation of the 3.0 Standards, including the five (5) NAESB cycles and two (2) non-NAESB cycles. As the revised NAESB Intraday 2 cycle timeline closely aligns with ANR's non-NAESB Late Intraday 1 cycle, ANR's non-NAESB Late Intraday 1 cycle has been eliminated.

⁸ Order No. 587-W, at P 42, part (3). ANR is including such a table in the instant filing.

⁹ *Standards for Business Practices of Interstate Natural Gas Pipelines, Notice of Proposed Rulemaking*, 152 FERC ¶ 61,055, at P 26 (2015).

¹⁰ *ANR Pipeline Company*, 145 FERC ¶ 61,089 (2013) – wherein the Commission found good cause to grant ANR waivers of NAESB Version 2.0 Standards 1.3.2(iv) and 1.3.39.

ANR's proposed tariff Section 6.6.1, included in the instant filing, sets forth nomination cycles to comply with the 3.0 Standards, but includes a provision concerning the Intraday 3 Nomination Cycle, in paragraph 6, which states that bumping is not allowed except as provided for under Rate Schedule FTS-3.¹¹ Such nomination procedures were approved by the Commission on November 23, 1999, in ANR Docket No. RP00-30-000, which established new Rate Schedules FTS-3 and ITS-3.¹² With respect to Rate Schedule FTS-3, ANR requested and was granted by the Commission the waivers necessary to allow Rate Schedule FTS-3 shippers to bump interruptible shippers any time during the day. While ANR is requesting herein continued waiver of 3.0 Standard 1.3.2(v),¹³ ANR's request is limited only to that portion of the standard which states that bumping is not allowed in the Intraday 3 Nomination Cycle. The remainder of ANR's Intraday 3 provision adheres to the timeline and notice requirements set forth in 3.0 Standard 1.3.2(v).

Waiver of Standard 1.3.39

NAESB 3.0 Standard 1.3.39 states: "Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only." As included herein, ANR's Section 6.6.1 provides for seven nomination cycles,¹⁴ with bumping allowed in the Evening, Intraday 1, and Intraday 2 nomination cycles, and limited bumping by Rate Schedule FTS-3 (as discussed above) in the Intraday 3 and Last Intraday nomination cycles. ANR's two additional non-NAESB intraday nomination cycles (Morning and Last Intraday) are

¹¹ Section 6.6.1 (v.2.0.0) – GT&C, Submission of Nominations ("Section 6.6.1"). Paragraph 6 states "Bumping is not allowed during the Intraday 3 Nomination Cycle except as provided for under tariff Section 6.6.2(d) of these General Terms and Conditions." Section 6.6.2(d) sets forth notice requirements related to intraday nomination changes and specifically states that an interruptible shipper's nomination can be bumped by a Rate Schedule FTS-3 intraday nomination.

¹² *ANR Pipeline Company*, 89 FERC ¶ 61,120 (1999); *Order on Offer and Settlement*, 90 FERC ¶ 61,339 (2000). Rate Schedules FTS-3 and ITS-3, targeted primarily for electric generation providers, provide variable hourly flow rights, short notice commencement and shut-down service, and flexibility to manage variances between receipts and deliveries.

¹³ In NAESB Version 2.0, Standard 1.3.2(iv), the Intraday 2 nomination cycle, represented the final NAESB nomination cycle of the gas day. ANR is requesting a continuation of the existing waiver granted for the final NAESB nomination cycle of the gas day, now the Intraday 3 nomination cycle, or Standard 1.3.2(v), which has been added as a new nomination cycle as part of the 3.0 Standards. As part of the instant filing, corresponding changes have been made within Section 6.18.15 to note this exception for Standard 1.3.2(v).

¹⁴ In addition to the five NAESB nomination cycles included in the 3.0 Standards, ANR currently offers two additional cycles – Morning and Last Intraday.

limited to receipt and delivery points located in ANR's Northern Segment and were approved by the Commission as part of ANR's Order No. 637 compliance filing on December 20, 2001.¹⁵

In light of the fact that ANR tariff Section 6.6.1 currently allows bumping within the non-NAESB cycles, and consistent with previous orders wherein the Commission granted waiver of NAESB Standard 1.3.39,¹⁶ ANR has determined it necessary to request continued waiver of 3.0 Standard 1.3.39.

As required by Order No. 587-W, ANR is providing, as Appendix C, a table listing each 3.0 Standard for which a waiver was previously granted, including the docket number and order citation to the proceeding in which waiver was granted.

Effective Date

ANR 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. 714,¹⁷ ANR is submitting the following XML filing package, which includes:

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

¹⁵ *ANR Pipeline Company, Order on Order No. 637 Settlement*, 97 FERC ¶ 61,323 (2001); *order on Rehearing and Compliance*, 104 FERC ¶ 61,320 (2003); *Letter Order*, accepted effective October 1, 2003 (March 25, 2004).

¹⁶ *Gulf South Pipeline Company LP* ("Gulf South"), 141 FERC ¶ 61,262 (2012) – in its order approving Gulf South's Enhanced Nomination Service with eight additional nomination cycles, the Commission required Gulf South to update its NAESB standards to reflect the waiver of the NAESB Standard 1.3.39. *Texas Gas Transmission, LLC* ("Texas Gas") *et al.*, 141 FERC ¶ 61,167 at P 41 (2012) – waiver of NAESB Standard 1.3.39 was granted to Texas Gas for its Enhanced Nomination Service which allows firm shippers the right to bump at times other than the four standard nomination cycles.

¹⁷ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

3. Marked tariff sections (Appendix B); and
4. A table listing the 3.0 Standards for which a continuation of a waiver is requested (Appendix C).

Certificate of Service

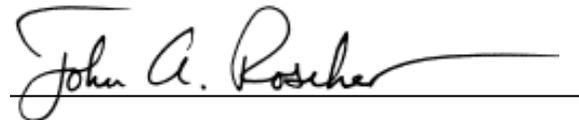
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the enclosed tariff sections, is available during regular business hours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

ANR PIPELINE COMPANY

A handwritten signature in cursive script that reads "John A. Roscher". The signature is written in black ink and is positioned above a solid horizontal line.

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

Enclosures

Appendix A

ANR Pipeline Company

FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
Section 6.1 – GT&C, Definitions	v.3.0.0
Section 6.6 - GT&C, Nominations	v.2.0.0
Section 6.6.1 - GT&C, Submission of Nominations	v.2.0.0
Section 6.6.2 - GT&C, Implementation of Intraday Nominations	v.1.0.0
Section 6.12.4 - GT&C, Measurement Corrections	v.1.0.0
Section 6.14.4 - GT&C, Prior Period Adjustments	v.2.0.0
Section 6.17 - GT&C, Billing and Payment	v.1.0.0
Section 6.18.15 - GT&C, Compliance with North American Energy Standards Board	v.5.0.0
Section 6.21.1.4 - GT&C, Recall Rights	v.1.0.0
Section 6.21.1.6 - GT&C, Capacity Release Timeline	v.2.0.0
Section 6.21.1.7 - GT&C, Required Information for the Release of Capacity	v.2.0.0
Section 6.21.1.8 - GT&C, Open Bidding Process	v.4.0.0
Section 6.21.1.10 - GT&C, Matching Rights for Pre-arranged Releases Open for Bidding	v.1.0.0
Section 6.21.1.11 - GT&C, Awarding of Capacity Available for Release	v.1.0.0

6.1 DEFINITIONS

1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
2. The term "Associated Liquefiabiles" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
5. Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets. Provided, further, that for Rate Schedule FSS with Flexible Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
6. The term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry; and for gigacalorie it is 1.035646 Kg/cm² at 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.

18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.
20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
26. The term "Hydrocarbon Dewpoint" shall mean cricondenthem, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.
29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.

35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
36. The term "GEMS[™]" shall mean Transporter's electronic communication system which shall be available to any Shipper.
37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg, Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) **SOUTHEAST SOUTHERN SEGMENT:** all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) **SOUTHEAST CENTRAL SEGMENT:** all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) **SOUTHWEST SOUTHERN SEGMENT:** all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) **SOUTHWEST CENTRAL SEGMENT:** all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) **NORTHERN SEGMENT:** all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

40. The term "Maximum Daily Injection Quantity" shall mean:
- (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or
 - (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
 - (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
42. The term "Maximum Daily Withdrawal Quantity" shall mean:
- (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.

43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa at 15 degrees C, and dry.
46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.

53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.

65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
74. Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily

scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMStm a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.

77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.
78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
82. The term "Transporter" shall mean ANR Pipeline Company.
83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.

86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.
87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
88. The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.

89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
90. Capitalized terms not defined herein are defined pursuant to NAESB.

6.6 NOMINATIONS

Transporter shall accept nominations twenty-four (24) hours a Day via GEMStm or the EDM that is authorized by the Commission. All nominations submitted to and accepted by Transporter must contain, at a minimum, the mandatory data elements included in the NAESB standards and any additional business-conditional or mutually agreeable data elements. In addition, nominations must be stated in Dths, and specify a begin and an end date, which dates must be for a minimum period of one (1) Day, and must be within the term of Shipper's Agreement. At the end of each Day, Transporter shall provide the final scheduled quantities for the just completed Day. With respect to the implementation of this process via the EDI/EDM, Transporter shall send an end of 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 these documents can waive Transporter's requirement to send such documents.

6.6.1 Submission of Nominations.

- (a) All new or revised nominations must be communicated via GEMStm or EDM unless otherwise mutually agreed, and must be submitted in accordance with the standard nomination timelines set forth below. A revised nomination supersedes the previous nomination in effect, but only for the Days specified in such revised nomination, after which the previous nomination once again takes effect until its end date or until superseded by another new or revised nomination, whichever is earlier. For purposes of NAESB WGQ Standard 1.3.2, the word "provides" as used in nomination cycles (2) through (7) in this Section 6.6.1(a) 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.

The standard nomination timelines are as follows:

(1) The Timely Nomination Cycle:

(All times are CCT on the Day prior to the Service Day.)

- 1:00 p.m. Latest time that nominations may leave control of the service requester;
- 1:15 p.m. Receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Transporter sends the quick response to the service requester;
- 4:30 p.m. Receipt of completed confirmations by Transporter from confirming parties;
- 5:00 p.m. Service requester and point operator receive scheduled quantities from Transporter.

Scheduled quantities resulting from the Timely Nomination Cycle shall be effective at 9:00 a.m. CCT on the start of the next Service Day.

(2) The Evening Nomination Cycle:

(All times are CCT on the Day prior to the Service Day.)

- 6:00 p.m. Latest time that nominations may leave control of the service requester;
- 6:15 p.m. Receipt of nominations by Transporter (including from TTTSPs);
- 6:30 p.m. Transporter sends the quick response to the service requester;

- 8:30 p.m. Receipt of completed confirmations by Transporter from confirming parties;
- 9:00 p.m. Transporter provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Evening Nomination Cycle shall be effective at 9:00 a.m. CCT on the start of the next Service Day.

(3) The Morning Nomination Cycle:
(All times are CCT on the Day prior to the Service Day.)

- 7:00 a.m. Latest time that nominations may leave control of the service requester;
- 7:00 a.m. Receipt of nominations by Transporter (including from TTTSPs);
- 7:10 a.m. Transporter sends the quick response to the service requester;
- 8:30 a.m. Receipt of completed confirmations by Transporter from confirming parties;
- 9:00 a.m. Transporter provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Morning Nomination Cycle shall be effective at 9:00 a.m. CCT on the Service Day commencing.

(4) The Intraday 1 Nomination Cycle:
(All times are CCT on the current Service Day.)

- 10:00 a.m. Latest time that nominations may leave control of the service requester;
- 10:15 a.m. Receipt of nominations by Transporter (including from TTTSPs);
- 10:30 a.m. Transporter sends the quick response to the service requester;
- 12:30 p.m. Receipt of completed confirmations by Transporter from confirming parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Intraday 1 Nomination Cycle shall be effective at 2:00 p.m. CCT on the current Service Day.

(5) The Intraday 2 Nomination Cycle:
(All times are CCT on the current Service Day.)

- 2:30 p.m. Latest time that nominations may leave control of the service requester;
- 2:45 p.m. Receipt of nominations by Transporter (including from TTTSPs);
- 3:00 p.m. Transporter sends the quick response to the service requester;
- 5:00 p.m. Receipt of completed confirmations by Transporter from confirming parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Intraday 2 Nomination Cycle shall be effective at 6:00 p.m. CCT on the current Service Day.

(6) The Intraday 3 Nomination Cycle:
(All times are CCT on the current Service Day.)

- 7:00 p.m. Latest time that nominations may leave control of the service requester;
- 7:15 p.m. Receipt of nominations by Transporter (including from TTTSPs);
- 7:30 p.m. Transporter sends the quick response to the service requester;
- 9:30 p.m. Receipt of completed confirmations by Transporter from confirming parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected service requester and point operator.

Scheduled quantities resulting from the Intraday 3 Nomination Cycle shall be effective at 10:00 p.m. CCT on the current Service Day. Bumping is not allowed during the Intraday 3 Nomination Cycle except as provided for under Section 6.6.2(d) of these General Terms & Conditions.

(7) The Last Intraday Nomination Cycle:
(All times are CCT on the current Service Day.)

- 3:00 a.m. Latest time that nominations may leave control of the service requester;
- 3:00 a.m. Receipt of nominations by Transporter (including from TTTSPs);
- 3:10 a.m. Transporter sends the quick response to the service requester;
- 4:30 a.m. Receipt of completed confirmations by Transporter from confirming parties;
- 5:00 a.m. Transporter provides scheduled quantities to the affected service requester and point operator.

Scheduled quantities resulting from the Last Intraday Nomination Cycle shall be effective at 5:00 a.m. CCT on the current Service Day. Bumping is not allowed during the Last Intraday Nomination Cycle except as provided for under Section 6.6.2(d) of these General Terms & Conditions. The nomination cycles set forth in Section 6.6.1 paragraphs (a)3 and (a)7 above, shall be limited to Receipt and Delivery Points located in Transporter's Northern Segment.

- (b) If the Shipper is a Pooler, or is withdrawing quantities of Gas from storage, Shipper shall be required to include in its nomination the quantity it intends to deliver to each downstream Shipper at the Headstation or Point of Injection/Withdrawal, identifying each Shipper by name, by contract number, and the order of priority in the event that Transporter is required to make adjustments pursuant to Section 6.5.1 of these General Terms and Conditions. Gas which is nominated for delivery to a Headstation may be transferred to another party at the same Headstation, provided that both the transferor and transferee are Shippers, the transfer is made from similar pools, i.e., transmission to transmission or gathering to gathering, and the transfer is effectuated pursuant to a valid nomination in accordance with this Section 6.6, where the applicable Headstation is designated as both the Receipt Point and the Delivery Point. Finally, Rate Schedule MBS Shippers shall include with their nominations a nomination for the MBS withdrawal quantity and the MBS injection quantity for each Delivery Point, and the MBS maximum storage quantity for the Month. In the event that a Rate Schedule MBS Shipper's confirmed nomination differs from the nomination submitted pursuant to paragraph (a) or (d) of this Section 6.6.1, and the quantity allocated to such Rate Schedule MBS Shipper pursuant to Section 6.14.1 of these General Terms and Conditions exceeds the confirmed nomination, then Transporter shall charge such Rate Schedule MBS Shipper ten dollars (\$10) for each Dth of allocated deliveries in excess of the confirmed nomination.

- (c) Shipper shall also include in its nomination the desired order of priority of receipts and deliveries under each Agreement and Transporter may rely thereon (or in the absence of such information, upon Transporter's judgment) if Transporter takes action to change receipts and/or deliveries according to Section 6.5.1 of these General Terms and Conditions. The order of priority shall indicate that a priority of one (1) shall be the last to be affected by changes, provided, however, if receipts must be reduced and a shipper has nominated a pool-to-pool transfer(s), such pool-to-pool transfer(s) will be the last quantity to be affected by such reduction. Nominations with the same priority will be adjusted pro rata.
- (d) If a Shipper completes and resubmits an otherwise incomplete nomination, the first nomination cycle that occurs where the Shipper's complete nomination meets the deadline for nominations to leave a Shipper's control will apply to the Shipper's nomination.
- (e) Variations by Shipper of actual deliveries to Transporter from the nominated deliveries at the Receipt Point(s) shall be kept to a minimum. In addition, variations by Shipper of actual receipts from Transporter from the nominated receipts at the Delivery Point(s) shall be kept to a minimum. If the nominated quantity cannot be delivered or received at uniform daily rates, provisions to deliver the Gas at a non-uniform rate must be made with Transporter's Gas Control Department prior to Gas flowing.
- (f) Any nomination that is submitted and validated by GEMS[™] or EDM shall be considered valid. If the nomination of Transporter's Use is inaccurate by five (5) Dths or more, the nomination will not be considered valid.
- (g) Any shipper may designate an agent, which may be Transporter, to nominate and schedule Transportation Service on Shipper's behalf. Shipper shall notify Transporter, in writing or via GEMS[™], of the designated agent. An agent who has been designated to nominate and schedule Transportation Service for more than one Shipper may provide aggregate nomination(s) for multiple Shippers. Transporter is authorized to rely on nominations and scheduling information provided by Shipper's agent. By designating an agent, Shipper agrees to indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, Shipper's agent's failure to act on behalf of Shipper, or Transporter's reliance upon the information provided to Transporter by Shipper's agent; provided, however that such indemnification will not excuse Transporter from liability for actions taken when Transporter is acting as agent.

6.6.2 Implementation of Intraday Nominations.

- (a) Subject to the deadlines in Section 6.6.1(a)(2) through (a)(7), above, intraday nominations may be nominated twenty-four (24) hours a Day and will be processed in the same manner as other nominations. However, the nomination deadline and effective time of intraday nominations specified in Section 6.6.1(a), above, will not apply to OFO-related intraday nominations.
- (b) Subject to upstream and downstream operators' confirmations and Transporter's operating conditions, an intraday nomination submitted pursuant to one of the deadlines set forth in Section 6.6.1(a), above, can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points, of scheduled Gas. Transporter will not accept a reduced intraday nomination for any quantity deemed already delivered based on an elapsed-prorated-scheduled quantity.
- (c) Transporter shall allow Shipper to alter the order of priority of receipts and deliveries, and shall allow a Pooler to redesignate the priority of the Agreements into which such Pooler is selling Gas, upon which Transporter shall rely in taking actions to adjust receipts and/or deliveries under Section 6.5.1 of these General Terms and Conditions, provided that such changes are submitted via GEMStm or EDM in accordance with the nomination deadlines set forth in Section 6.6.1(a), above. If Shipper adds a new nomination at a Receipt Point or Delivery Point under its Agreement during the Service Day, or if a Pooler designates the addition of a new downstream Shipper during the Service Day, provided that any of such additions is not performed simultaneously with a change in priorities that accommodates the new receipt or delivery, Transporter shall place such addition as the last in priority to be affected by any changes under Section 6.5.1 of these General Terms and Conditions.
- (d) Notice. For purposes of providing notice of any nomination changes (including where an interruptible Shipper's nomination is bumped by a firm Shipper's intraday nomination or a nomination under Rate Schedule FTS-3) to a Shipper and/or Shipper's agent, Transporter shall use Electronic Communication. Transporter will provide advance notice to interruptible Shipper(s) being bumped due to nominations by Rate Schedule FTS-3 Shippers as soon as practicable, but at no time by less than two (2) hours notice using one or more of the following methods as determined by Transporter: posting on Internet site, facsimile, telephone or E-Mail. Intraday bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. With respect to changes initiated by Transporter, if a Shipper so elects, such Shipper may provide a telephone number and Transporter will contact Shipper at such phone number by means of Electronic Communication to alert Shipper that a change has been made. Such Shipper shall then be responsible for reviewing its GEMStm account to obtain details of such change.

- (e) Daily Scheduling Penalties. Transporter will not impose any daily scheduling penalties as a result of nomination changes notified under Section 6.6.2(d), above, if the Shipper can demonstrate that it made a good faith attempt to accept Electronic Communication, and such Electronic Communication could not be accepted through no fault of Shipper, such as an event of force majeure affecting Shipper's facilities. In addition, where an interruptible Shipper's nomination is bumped by a firm Shipper's intraday nomination, Transporter will, in noncritical situations, waive any daily scheduling penalty for such bumped interruptible Shipper.

6.12.4 Measurement Corrections.

In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts or deliveries through such equipment shall be determined as follows; provided, however, that the correction period shall be within six (6) Months of the production Month, with a three (3) Month rebuttal period and provided, further, that such standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. 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. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard:

- (a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

6.14.4 Prior Period Adjustments.

- (a) In accordance with the provisions of Sections 6.12.3, 6.12.4, and 6.17 paragraphs 1 and 3 of these General Terms and Conditions, Transporter shall use the best information available to close its measurement quantities for a Service Month five (5) business days after such Service Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.14.4. If the PPA are due to the correction of measurement data or allocations, such adjustments should be processed within six (6) Months of the applicable Service Month. If the affected party disputes the as-adjusted quantity, it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above-specified deadlines for processing/rebutting PPAs, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not 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.
- (b) If an adjustment is required at a Receipt Point, such adjustment shall be allocated pursuant to the methodology set forth in Section 6.14.2 above.
- (c) If an adjustment is required at a Delivery Point, such adjustment shall be allocated pursuant to the methodology set forth in section 6.14.1 above.
- (d) Flash Gas shall be treated as a prior period adjustment. Transporter shall pay each operator, that submits a valid and verifiable statement to Transporter for quantities of Flash Gas, an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the Flash Gas quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the Flash Gas applies.

6.17 BILLING AND PAYMENT

1. **Billing.** On or before the ninth (9th) Business Day of each Month, Transporter shall render (for purposes of this Section 6.17 paragraph 1, "render" shall mean either (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable) to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). Any charges pursuant to the Cashout provisions of Section 6.15 of these General Terms and Conditions shall be billed by a separate statement rendered to Shipper of the amount due Transporter or Shipper on or before the nineteenth (19th) Business Day of each Month for imbalances incurred during the preceding Month. When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the third (3rd) Day of the Month.

Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

2. **Payment.** Shipper shall pay Transporter the amount due for the preceding Month on or before the tenth (10th) Day after the Date of the invoice. Payments by Shipper to Transporter shall be made in the form of Wire Transfer directed to a bank account designated by Transporter's Controller for amounts equal to or greater than \$50,000 such that funds are available on the date payment is due. Payments of amounts less than \$50,000 by Shipper to Transporter shall be made at Shipper's election by either Wire Transfer directed to a bank account designated by Transporter's Controller, or by check at Transporter's general office or at such other address as Transporter shall designate such that funds are available on the date payment is due.

Party making payment should submit supporting documentation, party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from the invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two business days of the payment due date. Interest on the unpaid portion of the bill shall accrue at the current rate as set forth in Section 154.501(d) of the Commission's Rules and Regulations, from the due date until the date of payment. If such failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may upon receipt of the appropriate regulatory approval, if any, suspend further delivery of Gas until such amount is paid. If Shipper in good faith disputes the amount of any such bill or part thereof and pays to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Transporter, furnishes a good and sufficient surety bond in an amount and with surety satisfactory to Transporter or other assurance

acceptable to Transporter, guaranteeing payment to Transporter of the unpaid amount, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

3. Adjustment of Billing Errors. Subject to the provisions of Sections 6.12.3, 6.12.4 and 6.14.4 of these General Terms and Conditions, if it shall be found that at any time or times a person has been charged an overrun penalty and Shipper shall have actually paid the bills containing such penalty, then within thirty (30) Days after the final determination thereof, either Transporter shall refund the amount of any overcharge or Shipper shall pay the amount of any undercharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within six (6) Months from the date of such statement, provided, however, that the party harmed by the adjustment shall have up to three (3) Months to dispute such adjustment. The timing of billing claims and adjustments referenced in the previous sentence shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not 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. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.
4. Refunds: Refunds due Shipper from Transporter pursuant to either the terms and conditions of this Tariff or orders of the Commission shall be paid by Wire Transfer to a bank account established by Shipper if: (a) Shipper has made twelve consecutive Monthly payments to Transporter in the form of Wire Transfer preceding the date of the refund; (b) the amount of the refund, including interest, exceeds \$50,000; and (c) Shipper has designated a bank account for the receipt of refunds by Wire Transfer at least thirty (30) Days prior to the date established for refunds by written communication to Transporter's Controller. Refunds of an amount less than \$50,000 will be paid by Transporter to Shipper by check.

6.18.15 Compliance with North American Energy Standards Board.

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>
1.3.1*	GT&C, Definitions, 6.1(18)
1.3.2(i)	GT&C, Submission of Nominations, 6.6.1(a)(1)
1.3.2(ii)	GT&C, Submission of Nominations, 6.6.1(a)(2)
1.3.2(iii)	GT&C, Submission of Nominations, 6.6.1(a)(4)
1.3.2(iv)	GT&C, Submission of Nominations, 6.6.1(a)(5)
1.3.2(v)	GT&C, Submission of Nominations, 6.6.1(a)(6), except as provided for under Section 6.6.2(d) of these General Terms and Conditions
1.3.2(vi)	GT&C, Submission of Nominations, 6.6.1(a)
1.3.3	GT&C, Submission of Nominations, 6.6
1.3.4	GT&C, Nominations, 6.6
1.3.5*	GT&C, Nominations, 6.6
1.3.7	GT&C, Submission of Nominations, 6.6.1(a)
1.3.8*	GT&C, Submission of Nominations, 6.6.1(a)(4)-(7)
1.3.11*	GT&C, Implementation of Intraday Nominations, 6.6.2(b)
1.3.14	GT&C, Nominations, 6.6
1.3.17	Rate Schedules, Rate Schedule PTS-1, 5.16(2); Rate Schedule PTS-2, Applicability and Character of Service, 5.17.2; and Rate Schedule PTS-3, Applicability and Character of Service, 5.18.2
1.3.18	Rate Schedules, Rate Schedule PTS-1, 5.16(2); Rate Schedule PTS-2, Applicability and Character of Service, 5.17.2; and Rate Schedule PTS-3, Applicability and Character of Service, 5.18.2
1.3.19	Rate Schedule ETS, Charges, 5.1.3(4); Rate Schedule STS, Charges, 5.2.3(3);

	Rate Schedule FTS-1, Charges, 5.3.3(4);
	Rate Schedule FTS-2, Charges, 5.4.3(4);
	Rate Schedule FTS-3, Charges, 5.5.3(4);
	Rate Schedule FSS, Charges, 5.12.3(4);
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NAESB Standard

Waiver or Extension of Time

1.3.2(v)

Limited Waiver, as provided for under Section 6.6.2(d)
of these General Terms and Conditions

1.3.39

Waiver

6.21.1.4 Recall Rights.

(1) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to the Transporter in accordance with the time line, stated in CCT, set forth below. The recall notification shall show the recall quantity expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. Recalled capacity notices will indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Transporter will support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day. When capacity is recalled, it may not be Reput for the same Gas Day. The deadline for notifying Transporter of a Reput is 8:00 a.m. to allow for the timely nominations to flow on the next Gas Day.

(i) Timely Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;

(ii) Early Evening Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;

(iii) Evening Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notifications:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;
- (v) Intraday 2 Recall Notifications:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 12:00 noon on the day that Intraday 2 Nominations are due;
 - (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due; and
- (vi) Intraday 3 Recall Notifications:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
 - (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

In the event of an intraday capacity recall, Transporter will determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity. Variations to the use of Elapsed Prorata Capacity may be necessary to reflect the nature of Transporter's Tariff, services, and/or operational characteristics.

Transporter will not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55.

The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity or other Transporter Tariff specific variations of the Elapsed Prorata Capacity in accordance with NAESB WGQ Standard No. 5.3.56.

For recall notification provided to the Transporter prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., the Transporter should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the Transporter after 5:00 p.m. and prior to 7:00 a.m., the Transporter should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

The Releasing Shipper shall make such recall effective by communicating the recall via GEMStm and submitting a nomination change to Transporter, pursuant to Section 6.6.1 of these General Terms and Conditions.

Upon notification of a recall, the MDQ of the Replacement Shipper(s) shall be reduced by the quantity of the recall, and its nominations adjusted as necessary. Transporter shall be entitled to rely upon such nomination change and not be held liable under any circumstances whatsoever in the event of any such recall. The terms and conditions of recall may include non-payment of reservation charges by the Replacement Shipper. Transporter shall notify the Releasing Shipper of Replacement Shipper's non-payment of reservation charges no later than five (5) business days after the date such payment was due pursuant to Section 6.17 paragraph 2 of these General Terms and Conditions.

- (2) Upon notification by Releasing Shipper to Transporter that such recall of transportation entitlements is no longer in effect, the Replacement Shipper shall, if provided for in the Agreement with the Releasing Shipper, be entitled to Reput the release effective upon communication to Transporter via GEMStm a nomination change pursuant to Section 6.6.1 of these General Terms and Conditions.

- (3) If released transportation capacity is recalled by the Releasing Shipper, Transporter may, if requested by the Replacement Shipper, and subject to availability of capacity, continue service to the Replacement Shipper under Rate Schedule ITS.

6.21.1.6 Capacity Release Timeline.

The following capacity release timeline, stated in CCT, is applicable to all parties involved in the capacity release process; however, it is only applicable if all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, for index-based capacity release transactions the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and there are no special terms or conditions of the release.

Further, Transporter may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the Transporter).

- (i) For biddable releases (1 year or less):
 - (1) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - (2) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
 - (3) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
 - (4) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
 - (5) 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.
 - (6) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - (7) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

- (ii) For biddable releases (more than 1 year):
 - (1) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - (2) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
 - (3) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
 - (4) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

- (5) 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.
 - (6) The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - (7) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- (iii) For non-biddable releases:
- 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 p.m.
 - Intraday 3 Cycle 6:00 p.m.
 - The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

6.21.1.7 Required Information for the Release of Capacity.

The Releasing Shipper shall submit the following information, objectively stated and applicable to all potential shippers on a non-discriminatory basis, to Transporter via Electronic Communication:

- (1) The Releasing Shipper's legal name, contract number, and the name, title, address and phone and fax number of the individual who will authorize the release of capacity for the Releasing Shipper.
- (2) Whether the capacity is biddable;
- (3) The level of daily firm entitlements that the Releasing Shipper elects to release, expressed as a numeric quantity per Day for transportation, storage injection, storage withdrawal, and a per release quantity for storage capacity and total release period quantity.
- (4) The Primary Route(s) or segment within such Primary Route(s), and quantity to be released for such Primary Route.
- (5) The requested effective date and the term of the release.
- (6) The minimum acceptable period of release and minimum acceptable quantities (if any).
- (7) The Releasing Shipper's maximum reservation rate (including any demand type surcharges, direct bills, or similar mechanisms), any minimum rate requirement, whether bids are to be submitted on a reservation or volumetric basis, and whether the bids should be stated in dollars and cents or percent of the maximum tariff rate for a non-index-based release, or the index-based formula as detailed in the capacity release offer.

If the release is for a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release, the Reservation Rate, Deliverability Rate, Capacity Rate, Volumetric Rate, percentage of the maximum tariff rate, or the rate resulting from the index-based formula as detailed in the capacity release offer for capacity released and assigned may exceed the Maximum Reservation Rate, Maximum Deliverability Rate, Maximum Capacity Rate, or Volumetric Rate for the service being released.

Payments or other consideration exchanged between the Releasing Shipper and Replacement Shipper in a release to an asset manager as described in Section 6.21.1.9 are not subject to the maximum rate.

- (8) The Releasing Shipper's request (if at all) for Transporter to market actively the capacity to be released.
- (9) The legal name of the Replacement Shipper that is designated in any pre-arranged release ("Pre-arranged Replacement Shipper").
- (10) Whether the capacity is to be released on a recallable basis, and, if so, the terms and conditions of such recall, and whether the Releasing Shipper is authorized to Reput the release if and when it notifies Transporter that the recall is no longer in effect; or whether the capacity is to be released on a permanent basis.
- (11) Whether the capacity to be released is contingent on the release of other capacity, or on certain terms and conditions, and if so, the capacity, terms and/or conditions upon which the release is contingent.
- (12) The terms and conditions under which Releasing Shipper will accept contingent bids, including bids that are contingent upon the Replacement Shipper acquiring transportation on a pipeline interconnected to transporter, the method for evaluating contingent bids, what level of proof is required by the contingent bidder to demonstrate that the contingency did not occur, and for what time period the next highest bidder will be obligated to acquire the capacity if the next winning contingent bidder declines the release.
- (13) Whether Releasing Shipper requires bidders to post a deposit with Transporter, not to exceed the amount required by Transporter pursuant to Section 6.2.1 of these General Terms and Conditions, to guard against frivolous bids. Deposits will be refunded to losing bidders at the time the capacity is awarded, and credited against the Replacement Shipper's invoices until fully utilized.
- (14) Whether Releasing Shipper will require Replacement Shipper to post a deposit, not to exceed the amount required by Transporter pursuant to Section 6.2.1 of these General Terms and Conditions, to guard against payment defaults if Transporter waives the deposit requirement contained in Section 6.2.1 of these General Terms and Conditions. Such deposit will be paid by the Replacement Shipper to Transporter at the time specified in Section 6.2.1 of these General Terms and Conditions, and

will be credited against Replacement Shipper's invoices until fully utilized.

- (15) Any other reasonable and not unduly discriminatory terms and conditions to accommodate the release, including provisions necessary to evaluate bids and tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology.

Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor, is Transporter held to the timeline should the Releasing Shipper elect another method of evaluation.

- (16) Any restriction on the use of higher rate Secondary Points that Transporter and Releasing Shipper have agreed to, or any requirement that the Replacement Shipper reimburse the Releasing Shipper for any incremental charges assessed by Transporter pursuant to Section 6.4 paragraphs 1(b)(2) and 2(b)(2) of these General Terms and Conditions for use of Secondary Points by the Replacement Shipper.
- (17) Any other additional information that Transporter deems necessary, from time to time, to effectuate releases hereunder.
- (18) Transporter shall not be liable for information provided to Transporter, including any such information that is posted on GEMStm, or with respect to the deposit required by the Replacement Shipper pursuant to Section 6.21.1.7(14) of these General Terms and Conditions.
- (19) Any restriction on the changing of Primary Points that Replacement Shipper and Releasing Shipper have agreed to, or any requirement that the Replacement Shipper reimburse the Releasing Shipper for any incremental charges assessed by Transporter associated with a change in Primary Points pursuant to Section 6.2.4 of these General Terms and Conditions. Absent an indication to the contrary, the Replacement Shipper shall not have a right to change the Primary Point(s). In any event, when a Primary Point is changed as part of a temporary release, at the end of such release the Releasing Shipper shall be responsible for any on-going incremental charges associated with the Primary Point.

- (20) The priority to be afforded the nominations of Releasing Shipper and Replacement Shipper in the event of overlapping nominations of equal priority in excess of the firm entitlements of the released capacity. Absent an indication to the contrary, the Replacement Shipper shall be deemed responsible for any nominations scheduled in excess of the firm entitlements of the released capacity on the overlapping segment.
- (21) An indication of whether the Pre-arranged capacity release is to an asset manager as described in Section 6.21.1.9, and the asset manager's obligation as to volumetric level and effective time period(s) to deliver gas to, or purchase gas from the Releasing Shipper.
- (22) An indication of whether the Pre-arranged capacity release is to a marketer participating in a state-regulated retail access program as described in Section 6.21.1.9.

6.21.1.8 Open Bidding Process.

Prospective Shippers wishing to acquire capacity available for release ("Bidding Shipper"), must: (1) have an executed Master Service Agreement in place pursuant to Section 6.21.1 of these General Terms and Conditions; and (2) place a bid on GEMStm or in writing for the available capacity during the Posting Period. If such bid is not expressly labeled contingent, such bid shall be binding. The bid shall contain the following information:

- (1) The Bidding Shipper's legal name and the name, title, address and phone number of the individual who will authorize the acquisition of the available capacity.
- (2) The level of daily firm entitlements that the Bidding Shipper requests and the minimum quantity it will accept.
- (3) The requested effective date and the term of the acquisition.
- (4) The Bidding Shipper's bid, addressing all criteria required by the Releasing Shipper.

The Bidding Shipper shall be entitled to withdraw its bid via GEMStm, prior to the end of the bidding period, if such withdrawal is not due to lower bids by other Shippers. Bidding Shipper cannot withdraw its bid after the Bidding Period ends. If Bidding Shipper withdraws its bid, it may not resubmit a lower bid. If Bidding Shipper submits a higher bid, lower bids previously submitted by Bidding Shipper will be automatically eliminated. A Bidding Shipper may submit multiple bids where the term or quantity involved in each bid is different. Transporter shall post all information provided by Bidding Shippers, except the information provided in Section 6.21.1.8(1), above.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. No bid shall exceed the maximum applicable transportation rates, in addition to any and all applicable fees and surcharges, as specified in this Tariff, provided, however, that such limitation shall not apply to any bid for release of capacity with a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release. The quantity or the requested term of the release of such bid shall not exceed the maximum quantity or term specified in the executed Agreement.

6.21.1.10 Matching Rights for Pre-arranged Releases Open for Bidding.

A Pre-arranged Replacement Shipper shall have the right of first refusal for a time period as negotiated by the Releasing Shipper and the Pre-arranged Replacement Shipper ("Matching Period"). The Matching Period will be one-half (1/2) hour following the time the Pre-Arranged Replacement Shipper has been notified of the winning bid. In the event a bid is received that more closely meets the criteria specified by the Releasing Shipper, Transporter shall provide the Pre-arranged Replacement Shipper an opportunity during the Matching Period to match or exceed the bid that more closely meets the criteria specified by the Releasing Shipper. No later than 11:00 a.m., the Pre-arranged Replacement Shipper shall receive notification on GEMS[™] of the terms and conditions of the prevailing bid, and shall have the Matching Period to respond via GEMS[™]. Absent a response, the capacity shall be awarded to the prevailing Bidding Shipper no later than 12:00 noon.

6.21.1.11 Awarding of Capacity Available for Release.

Capacity for Releases subject to bidding will be awarded consistent with the timeline set forth in Section 6.21.1.6 above. The capacity available for release shall be awarded to the Bidding Shipper with the highest bid matching all terms and conditions provided by the Releasing Shipper. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be given to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Shipper's minimum quantity or all the remaining bidder's acceptable quantities. If bids are received that do not match all the terms and conditions provided by the Releasing Shipper, bids will be evaluated by the criteria provided by the Releasing Shipper. If no criteria are provided by the Releasing Shipper, the Bidding Shipper bidding the greatest NPV shall be awarded the capacity. If more than one such bid has an equal NPV, then the capacity shall be awarded on a first come, first served basis. The ultimate awarding of capacity will be posted subsequently on Transporter's GEMStm consistent with the timeline set forth in Section 6.21.1.6 above.

Appendix B

ANR Pipeline Company

FERC Gas Tariff, Third Revised Volume No. 1

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
Section 6.1 – GT&C, Definitions	v.3.0.0
Section 6.6 - GT&C, Nominations	v.2.0.0
Section 6.6.1 - GT&C, Submission of Nominations	v.2.0.0
Section 6.6.2 - GT&C, Implementation of Intraday Nominations	v.1.0.0
Section 6.12.4 - GT&C, Measurement Corrections	v.1.0.0
Section 6.14.4 - GT&C, Prior Period Adjustments	v.2.0.0
Section 6.17 - GT&C, Billing and Payment	v.1.0.0
Section 6.18.15 - GT&C, Compliance with North American Energy Standards Board	v.5.0.0
Section 6.21.1.4 - GT&C, Recall Rights	v.1.0.0
Section 6.21.1.6 - GT&C, Capacity Release Timeline	v.2.0.0
Section 6.21.1.7 - GT&C, Required Information for the Release of Capacity	v.2.0.0
Section 6.21.1.8 - GT&C, Open Bidding Process	v.4.0.0
Section 6.21.1.10 - GT&C, Matching Rights for Pre-arranged Releases Open for Bidding	v.1.0.0
Section 6.21.1.11 - GT&C, Awarding of Capacity Available for Release	v.1.0.0

6.1 DEFINITIONS

1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
2. The term "Associated Liquefiabiles" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
5. Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets. Provided, further, that for Rate Schedule FSS with Flexible Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
6. The term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia ~~andat~~ 60 degrees F (101.325 kPa ~~andat~~ 15 degrees C); and dry); and for gigacalorie it is 1.035646 Kg/cm2 ~~andat~~ 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGO takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGO state whether transactions may take place between parties on a volumetric basis.

11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.

18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.
20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
26. The term "Hydrocarbon Dewpoint" shall mean cricondentherm, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondentherm) calculations are performed using the Peng-Robinson equation of state.

27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.
29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.

35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
36. The term "GEMS[™]" shall mean Transporter's electronic communication system which shall be available to any Shipper.
37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg, Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) **SOUTHEAST SOUTHERN SEGMENT:** all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) **SOUTHEAST CENTRAL SEGMENT:** all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) **SOUTHWEST SOUTHERN SEGMENT:** all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) **SOUTHWEST CENTRAL SEGMENT:** all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) **NORTHERN SEGMENT:** all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

40. The term "Maximum Daily Injection Quantity" shall mean:
- (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or
 - (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
 - (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
42. The term "Maximum Daily Withdrawal Quantity" shall mean:
- (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.

43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia, at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa, at 15 degrees C, and dry.
46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.

53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.

65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
74. Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily

scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMStm a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.

77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.
78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
82. The term "Transporter" shall mean ANR Pipeline Company.
83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.

86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.
87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
88. The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.

89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
90. Capitalized terms not defined herein are defined pursuant to NAESB.

6.6 NOMINATIONS

Transporter shall accept nominations twenty-four (24) hours a Day via GEMStm or the EDM that is authorized by the Commission. All nominations submitted to and accepted by Transporter must contain, at a minimum, the mandatory data elements included in the NAESB standards and any additional business-conditional or mutually agreeable data elements. In addition, nominations must be stated in Dths, and specify a begin and an end date, which dates must be for a minimum period of one (1) Day, and must be within the term of Shipper's Agreement. At the end of each Day, Transporter shall provide the final scheduled quantities for the just completed Day. With respect to the implementation of this process via the ~~1.4.x scheduled quantity related standards~~EDI/EDM, Transporter shall send an end of Day Scheduled Quantity ~~document, provided that receivers of the end of 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 these documents can waive ~~this requirement~~Transporter's requirement to send such documents.

6.6.1 Submission of Nominations.

- (a) All new or revised nominations must be communicated via GEMStm or EDM unless otherwise mutually agreed, and must be submitted in accordance with the standard nomination timelines set forth below. A revised nomination supersedes the previous nomination in effect, but only for the Days specified in such revised nomination, after which the previous nomination once again takes effect until its end date or until superseded by another new or revised nomination, whichever is earlier. For ~~the~~ purposes of NAESB WGQ Standard 1.3.2, Section 6.6.1(a)(2) - (4), below, the word "provides" as used in nomination cycles (2) through (7) in this Section 6.6.1(a) shall mean, for transmittals pursuant to NAESB WGQ Standards 1.3.2, 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

The standard nomination timelines are as follows:

- ~~(21)~~ The Timely Nomination Cycle:
(All times are CCT on the Day prior to the Service Day.)

~~11:30 a.m.~~ 1:00 p.m. Latest time that nominations may leave control of the ~~nominating party~~ service requester;

~~11:45 a.m.~~ 1:15 p.m. Receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));

~~12:00~~ 1:30 p.m. Transporter sends ~~the~~ quick response to the service requester;

~~34:30~~ p.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~ confirming parties;

~~4:30~~ 5:00 p.m. ~~Receipt of~~ Service requester and point operator receive scheduled quantities ~~by Shipper and point operator from~~ Transporter.

Scheduled quantities resulting from the Timely Nomination Cycle shall be effective at 9:00 a.m. CCT on the start of the next Service Day.

- ~~(32)~~ The Evening Nomination Cycle:
(All times are CCT on the Day prior to the Service Day.)

6:00 p.m. Latest time that nominations may leave control of the ~~nominating party~~ service requester;

6:15 p.m. Receipt of nominations by Transporter (including from TTTSPs);

6:30 p.m. Transporter sends the quick response to the service requester;

~~9:00~~8:30 p.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

~~10~~9:00 p.m. Transporter ~~to~~provides scheduled quantities to the affected ~~Shippers~~service requester and point operators, ~~and to provide scheduled quantities to~~including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Evening Nomination Cycle shall be effective at 9:00 a.m. CCT on the start of the next Service Day.

(~~13~~) The Morning Nomination Cycle:
(All times are CCT on the Day prior to the Service Day.)

7:00 a.m. Latest time that nominations may leave control of the ~~nominating party~~service requester;

7:00 a.m. Receipt of nominations by Transporter (including from ~~Title Transfer Tracking Service Providers (TTTSPs)~~);

7:10 a.m. Transporter sends the quick response to the service requester;

8:30 a.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

9:00 a.m. ~~Receipt of~~Transporter provides scheduled quantities ~~by Shipper and to the affected service requester and~~ point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Morning Nomination Cycle shall be effective at 9:00 a.m. CCT on the ~~next~~ Service Day commencing.

(4) The Intra-day 1 Nomination Cycle:
(All times are CCT on the current Service Day.)

10:00 a.m. Latest time that nominations may leave control of the ~~nominating party~~service requester;

10:15 a.m. Receipt of nominations by Transporter (including from TTTSPs);

10:30 a.m. Transporter sends the quick response to the service requester;

~~1:00~~12:30 p.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

21:00 p.m. Transporter ~~to~~provides scheduled quantities to the affected ~~Shippers~~service requester and point operators, ~~and to provide scheduled quantities to~~including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the Intra-day 1 Nomination Cycle shall be effective at 52:00 p.m. CCT on the ~~same~~current Service Day.

(5) The ~~Late~~-Intra-day ~~12~~ Nomination Cycle:
(All times are CCT on the current Service Day.)

~~3:00~~2:30 p.m. Latest time that nominations may leave control of the ~~nominating party~~service requester;

~~3:00~~2:45 p.m. Receipt of nominations by Transporter (including from TTTSPs);

~~3:10~~3:00 p.m. Transporter sends the quick response to the service requester;

~~4:30~~5:00 p.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

~~5:00~~5:30 p.m. Transporter ~~to~~provides scheduled quantities to the affected ~~Shippers~~service requester and point operators, ~~and to provide scheduled quantities to~~including bumped parties (notice to bumped parties).

Scheduled quantities resulting from the ~~Late~~-Intra-day ~~12~~ Nomination Cycle shall be effective at 56:00 p.m. CCT on the ~~same~~current Service Day.

(6) The Intra-day ~~23~~ Nomination Cycle:
(All times are CCT on the current Service Day.)

57:00 p.m. Latest time that nominations may leave control of the ~~nominating party~~service requester;

57:15 p.m. Receipt of nominations by Transporter (including from TTTSPs);

57:30 p.m. Transporter sends the quick response to the service requester;

~~8:00~~9:30 p.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

~~9~~10:00 p.m. Transporter ~~to~~ provides scheduled quantities to the affected ~~Shippers~~service requester and point operators.

Scheduled quantities resulting from the Intra-day ~~23~~ Nomination Cycle shall be effective at ~~9~~10:00 p.m. CCT on the samecurrent Service Day. Bumping is not allowed during the Intra-day ~~23~~ Nomination Cycle except as provided for under Section 6.6.2(d) of these General Terms & Conditions.

(7) The Last Intra-day Nomination Cycle:
(All times are CCT on the current Service Day.)

3:00 a.m. Latest time that nominations may leave control of the ~~nominating party~~service requester;

3:00 a.m. Receipt of nominations by Transporter (including from TTTSPs);

3:10 a.m. Transporter sends the quick response to the service requester;

4:30 a.m. Receipt of completed confirmations by Transporter from ~~upstream and downstream connected~~confirming parties;

5:00 a.m. Transporter ~~to~~ provides scheduled quantities to the affected ~~Shippers~~service requester and point operators.

Scheduled quantities resulting from the Last Intra-day Nomination Cycle shall be effective at 5:00 a.m. CCT on the samecurrent Service Day. Bumping is not allowed during the Last Intra-day Nomination Cycle except as provided for under Section 6.6.2(d) of these General Terms & Conditions. The ~~intra-day nominations cycles~~ set forth in Section 6.6.1 paragraphs (a)~~1, 53~~ and (a)7 above, shall be limited to Receipt and Delivery Points located in Transporter's Northern Segment.

- (b) If the Shipper is a Pooler, or is withdrawing quantities of Gas from storage, Shipper shall be required to include in its nomination the quantity it intends to deliver to each downstream Shipper at the Headstation or Point of Injection/Withdrawal, identifying each Shipper by name, by contract number, and the order of priority in the event that Transporter is required to make adjustments pursuant to Section 6.5.1 of these General Terms and Conditions. Gas which is nominated for delivery to a Headstation may be transferred to another party at the same Headstation, provided that both the transferor and transferee are Shippers, the transfer is made from similar pools, i.e., transmission to transmission or gathering to gathering, and the transfer is effectuated pursuant to a valid nomination in accordance with this Section 6.6, where the applicable Headstation is designated as both the Receipt Point and the Delivery

Point. Finally, Rate Schedule MBS Shippers shall include with their nominations a nomination for the MBS withdrawal quantity and the MBS injection quantity for each Delivery Point, and the MBS maximum storage quantity for the Month. In the event that a Rate Schedule MBS Shipper's confirmed nomination differs from the nomination submitted pursuant to paragraph (a) or (d) of this Section 6.6.1, and the quantity allocated to such Rate Schedule MBS Shipper pursuant to Section 6.14.1 of these General Terms and Conditions exceeds the confirmed nomination, then Transporter shall charge such Rate Schedule MBS Shipper ten dollars (\$10) for each Dth of allocated deliveries in excess of the confirmed nomination.

- (c) Shipper shall also include in its nomination the desired order of priority of receipts and deliveries under each Agreement and Transporter may rely thereon (or in the absence of such information, upon Transporter's judgment) if Transporter takes action to change receipts and/or deliveries according to Section 6.5.1 of these General Terms and Conditions. The order of priority shall indicate that a priority of one (1) shall be the last to be affected by changes, provided, however, if receipts must be reduced and a shipper has nominated a pool-to-pool transfer(s), such pool-to-pool transfer(s) will be the last quantity to be affected by such reduction. Nominations with the same priority will be adjusted pro rata.
- (d) If a Shipper completes and resubmits an otherwise incomplete nomination, the first nomination cycle that occurs where the Shipper's complete nomination meets the deadline for nominations to leave a Shipper's control will apply to the Shipper's nomination.
- (e) Variations by Shipper of actual deliveries to Transporter from the nominated deliveries at the Receipt Point(s) shall be kept to a minimum. In addition, variations by Shipper of actual receipts from Transporter from the nominated receipts at the Delivery Point(s) shall be kept to a minimum. If the nominated quantity cannot be delivered or received at uniform daily rates, provisions to deliver the Gas at a non-uniform rate must be made with Transporter's Gas Control Department prior to Gas flowing.
- (f) Any nomination that is submitted and validated by GEMS[™] or EDM shall be considered valid. If the nomination of Transporter's Use is inaccurate by five (5) Dths or more, the nomination will not be considered valid.
- (g) Any shipper may designate an agent, which may be Transporter, to nominate and schedule Transportation Service on Shipper's behalf. Shipper shall notify Transporter, in writing or via GEMS[™], of the designated agent. An agent who has been designated to nominate and schedule Transportation Service for more than one Shipper may provide aggregate nomination(s) for multiple Shippers. Transporter is authorized to rely on nominations and scheduling information provided by Shipper's agent. By designating an agent, Shipper agrees to indemnify and save Transporter

harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, Shipper's agent's failure to act on behalf of Shipper, or Transporter's reliance upon the information provided to Transporter by Shipper's agent; provided, however that such indemnification will not excuse Transporter from liability for actions taken when Transporter is acting as agent.

6.6.2 Implementation of Intra-day Nominations.

- (a) Subject to the deadlines in Section 6.6.1(a)(2), ~~(3) or (4)~~ through (a)(7), above, intra-day nominations may be nominated twenty-four (24) hours a Day and will be processed in the same manner as other nominations. However, the nomination deadline and effective time of intra-day nominations specified in Section 6.6.1(a), above, will not apply to OFO-related intra-day nominations.
- (b) Subject to upstream and downstream operators' confirmations and Transporter's operating conditions, an intra-day nomination submitted pursuant to one of the deadlines set forth in Section 6.6.1(a), above, can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points, of scheduled Gas. Transporter will not accept a reduced intra-day nomination for any quantity deemed already delivered based on an elapsed-prorated-scheduled quantity.
- (c) Transporter shall allow Shipper to alter the order of priority of receipts and deliveries, and shall allow a Pooler to redesignate the priority of the Agreements into which such Pooler is selling Gas, upon which Transporter shall rely in taking actions to adjust receipts and/or deliveries under Section 6.5.1 of these General Terms and Conditions, provided that such changes are submitted via GEMS[™] or EDM in accordance with the nomination deadlines set forth in Section 6.6.1(a), above. If Shipper adds a new nomination at a Receipt Point or Delivery Point under its Agreement during the Service Day, or if a Pooler designates the addition of a new downstream Shipper during the Service Day, provided that any of such additions is not performed simultaneously with a change in priorities that accommodates the new receipt or delivery, Transporter shall place such addition as the last in priority to be affected by any changes under Section 6.5.1 of these General Terms and Conditions.
- (d) Notice. For purposes of providing notice of any nomination changes (including where an interruptible Shipper's nomination is bumped by a firm Shipper's intraday nomination or a nomination under Rate Schedule FTS-3) to a Shipper and/or Shipper's agent, Transporter shall use Electronic Communication. Transporter will provide advance notice to interruptible Shipper(s) being bumped due to nominations by Rate Schedule FTS-3 Shippers as soon as practicable, but at no time by less than two (2) hours notice using one or more of the following methods as determined by Transporter: posting on Internet site, facsimile, telephone or E-Mail. Intra-day bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. With respect to changes initiated by Transporter, if a Shipper so elects, such Shipper may provide a telephone number and Transporter will contact Shipper at such phone number by means of Electronic Communication to alert Shipper that a change has been made. Such Shipper shall then be responsible for reviewing its GEMS[™] account to obtain details of such change.

- (e) Daily Scheduling Penalties. Transporter will not impose any daily scheduling penalties as a result of nomination changes notified under Section 6.6.2(d), above, if the Shipper can demonstrate that it made a good faith attempt to accept Electronic Communication, and such Electronic Communication could not be accepted through no fault of Shipper, such as an event of force majeure affecting Shipper's facilities. In addition, where an interruptible Shipper's nomination is bumped by a firm Shipper's intraday nomination, Transporter will, in noncritical situations, waive any daily scheduling penalty for such bumped interruptible Shipper.

6.12.4 Measurement Corrections.

In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts or deliveries through such equipment shall be determined as follows; provided, however, that the correction period shall be within six (6) Months of the production Month, with a three (3) Month rebuttal period and provided, further, that such standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact.

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.

Parties' other statutory or contractual rights shall not otherwise be diminished by this standard:

- (a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

6.14.4 Prior Period Adjustments.

- (a) In accordance with the provisions of Sections 6.12.3, 6.12.4, and 6.17 paragraphs 1 and 3 of these General Terms and Conditions, Transporter shall use the best information available to close its measurement quantities for a Service Month five (5) business days after such Service Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.14.4. If the PPA are due to the correction of measurement data or allocations, such adjustments should be processed within six (6) Months of the applicable Service Month. If the affected party disputes the as-adjusted quantity, it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above-specified deadlines for processing/rebutting PPAs, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not 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.
- (b) If an adjustment is required at a Receipt Point, such adjustment shall be allocated pursuant to the methodology set forth in Section 6.14.2 above.
- (c) If an adjustment is required at a Delivery Point, such adjustment shall be allocated pursuant to the methodology set forth in section 6.14.1 above.
- (d) Flash Gas shall be treated as a prior period adjustment. Transporter shall pay each operator, that submits a valid and verifiable statement to Transporter for quantities of Flash Gas, an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the Flash Gas quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the Flash Gas applies.

6.17 BILLING AND PAYMENT

1. **Billing.** On or before the ninth (9th) Business Day of each Month, Transporter shall render (for purposes of this Section 6.17 paragraph 1, "render" shall mean either (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable) to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). Any charges pursuant to the Cashout provisions of Section 6.15 of these General Terms and Conditions shall be billed by a separate statement rendered to Shipper of the amount due Transporter or Shipper on or before the nineteenth (19th) Business Day of each Month for imbalances incurred during the preceding Month. When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the third (3rd) Day of the Month.

Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

2. **Payment.** Shipper shall pay Transporter the amount due for the preceding Month on or before the tenth (10th) Day after the Date of the invoice. Payments by Shipper to Transporter shall be made in the form of Wire Transfer directed to a bank account designated by Transporter's Controller for amounts equal to or greater than \$50,000 such that funds are available on the date payment is due. Payments of amounts less than \$50,000 by Shipper to Transporter shall be made at Shipper's election by either Wire Transfer directed to a bank account designated by Transporter's Controller, or by check at Transporter's general office or at such other address as Transporter shall designate such that funds are available on the date payment is due.

Party making payment should submit supporting documentation, party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from the invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two business days of the payment due date. Interest on the unpaid portion of the bill shall accrue at the current rate as set forth in Section 154.501(d) of the Commission's Rules and Regulations, from the due date until the date of payment. If such failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may upon receipt of the appropriate regulatory approval, if any, suspend further delivery of Gas until such amount is paid. If Shipper in good faith disputes the amount of any such bill or part thereof and pays to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Transporter, furnishes a good and sufficient surety bond in an amount and with surety satisfactory to Transporter or other assurance

acceptable to Transporter, guaranteeing payment to Transporter of the unpaid amount, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

3. Adjustment of Billing Errors. Subject to the provisions of Sections 6.12.3, 6.12.4 and 6.14.4 of these General Terms and Conditions, if it shall be found that at any time or times a person has been charged an overrun penalty and Shipper shall have actually paid the bills containing such penalty, then within thirty (30) Days after the final determination thereof, either Transporter shall refund the amount of any overcharge or Shipper shall pay the amount of any undercharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within six (6) Months from the date of such statement, provided, however, that the party harmed by the adjustment shall have up to three (3) Months to dispute such adjustment. The timing of billing claims and adjustments referenced in the previous sentence shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not 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. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.
4. Refunds: Refunds due Shipper from Transporter pursuant to either the terms and conditions of this Tariff or orders of the Commission shall be paid by Wire Transfer to a bank account established by Shipper if: (a) Shipper has made twelve consecutive Monthly payments to Transporter in the form of Wire Transfer preceding the date of the refund; (b) the amount of the refund, including interest, exceeds \$50,000; and (c) Shipper has designated a bank account for the receipt of refunds by Wire Transfer at least thirty (30) Days prior to the date established for refunds by written communication to Transporter's Controller. Refunds of an amount less than \$50,000 will be paid by Transporter to Shipper by check.

6.18.15 Compliance with North American Energy Standards Board.

[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>
1.3.1*	GT&C, Definitions, 6.1(178)
1.3.2(i)	GT&C, Submission of Nominations, 6.6.1(a)(21)
1.3.2(ii)	GT&C, Submission of Nominations, 6.6.1(a)(32)
1.3.2(iii)	GT&C, Submission of Nominations, 6.6.1(a)(4)
1.3.2(iv)	GT&C, Submission of Nominations, 6.6.1(a)(65); except as provided for under Section 6.6.2(d) of these General Terms and Conditions
1.3.2(v)	GT&C, Submission of Nominations, 6.6.1(a)(6), <u>except as provided for under Section 6.6.2(d) of these General Terms and Conditions</u>
<u>1.3.2(vi)</u>	<u>GT&C, Submission of Nominations, 6.6.1(a)</u>
1.3.3	GT&C, Submission of Nominations, 6.6- 4
1.3.4	GT&C, Nominations, 6.6
1.3.5*	GT&C, Nominations, 6.6
1.3.7	GT&C, Submission of Nominations, 6.6.1(a)
1.3.8*	GT&C, Submission of Nominations, 6.6.1(a)(4)-(7)
1.3.11*	GT&C, Implementation of Intra-day Nominations, 6.6.2(b)
1.3.14	GT&C, Nominations, 6.6
1.3.17	Rate Schedules, Rate Schedule PTS-1, 5.16(2); Rate Schedule PTS-2, Applicability and Character of Service, 5.17.2; and Rate Schedule PTS-3, Applicability and Character of Service, 5.18.2
1.3.18	Rate Schedules, Rate Schedule PTS-1, 5.16(2); Rate Schedule PTS-2, Applicability and Character of Service, 5.17.2; and Rate Schedule PTS-3, Applicability and Character of Service, 5.18.2

- 1.3.19 Rate Schedule ETS, Charges, 5.1.3(4);
Rate Schedule STS, Charges, 5.2.3(3);
Rate Schedule FTS-1, Charges, 5.3.3(4);
Rate Schedule FTS-2, Charges, 5.4.3(4);
Rate Schedule FTS-3, Charges, 5.5.3(4);
Rate Schedule FSS, Charges, 5.12.3(4);
Rate Schedules, Rate Schedule DDS, 5.13(5);
Rate Schedules, Rate Schedule MBS, 5.14(3)(3);
Rate Schedule NNS, Charges, 5.15.3(4); and
Rate Schedule PTS-2, Charges, 5.17.3(3)
- 1.3.29 GT&C, Submission of Nominations, 6.6.1(f)
- 1.3.34 GT&C, Operational Flow Order(s), 6.8
- 1.3.51 GT&C, Implementation of Intra-day Nominations, 6.6.2(d)
- 2.3.7 GT&C, Prior Period Adjustments, 6.14.4(a)
- 2.3.9 GT&C, Definitions, 6.1(10) and (45)
- 2.3.14 GT&C, Measurement Corrections, 6.12.4
- 2.3.15 GT&C, Allocation of Deliveries, 6.14.1(a); and
GT&C, Allocation of Receipts, 6.14.2
- 2.3.16 GT&C, Allocation of Deliveries, 6.14.1; and
GT&C, Allocation of Receipts, 6.14.2
- 2.3.17 GT&C, Allocation of Deliveries, 6.14.1;
GT&C, Allocation of Receipts, 6.14.2; and
GT&C, Simultaneous Receipts and Deliveries, 6.14.3
- 2.3.18 GT&C, Allocation of Deliveries, 6.14.1; and
GT&C, Allocation of Receipts, 6.14.2
- 2.3.21 GT&C, Information Availability, 6.14.9
- 2.3.26 GT&C, Prior Period Adjustments, 6.14.4(a)
- 2.3.28 GT&C, Billing and Payment, 6.17(1)
- 3.2.1 GT&C, Definitions, 6.1(8)
- 3.3.14 GT&C, Billing and Payment, 6.17(1)
- 3.3.15 GT&C, ~~Prior Period Adjustments, 6.14.4(a)~~ Billing and Payment,
6.17(3)
- 3.3.17 GT&C, Billing and Payment, 6.17(2)
- 3.3.19 GT&C, Billing and Payment, 6.17(2)
- 5.3.1 GT&C, Capacity Release Timeline, 6.21.1.6
- 5.3.2 GT&C, Capacity Release Timeline, 6.21.1.6
- 5.3.3 GT&C, Required Information for the Release of
Capacity, 6.21.1.7(15)
- 5.3.4 GT&C, Awarding of Capacity Available for Release, 6.21.1.11
- 5.3.5 GT&C, Required Information for the Release of
Capacity, 6.21.1.7(7)
- 5.3.7 GT&C, Recall Rights, 6.21.1.4(1)
- 5.3.8 GT&C, Recall Rights, 6.21.1.4(2)
- 5.3.10 GT&C, Pre-arranged Release not Subject to Bidding, 6.21.1.9

5.3.11	GT&C, Pre-arranged Release not Subject to Bidding, 6.21.1.9
5.3.12	GT&C, Required Information for the Release of Capacity, 6.21.1.7; GT&C, Bidding Period, 6.21.1.5; and GT&C, Posting of Purchase Offers, 6.21.1.3
5.3.13	GT&C, Open Bidding Process, 6.21.1.8
5.3.14	GT&C, Bidding Period, 6.21.1.5
5.3.15	GT&C, Open Bidding Process, 6.21.1.8
5.3.16	GT&C, Bidding Period, 6.21.1.5
5.3.19	GT&C, Released Capacity Availability, 6.21.1.2
5.3.24	GT&C, Bidding Period, 6.21.1.5
5.3.26	GT&C, Required Information for the Release of Capacity, 6.21.1.7(7); and GT&C, Open Bidding Process, 6.21.1.8
5.3.27	GT&C, Required Information for the Release of Capacity, 6.21.1.7(7)
5.3.28	GT&C, Required Information for the Release of Capacity, 6.21.1.7(3)
5.3.29	GT&C, Required Information for the Release of Capacity, 6.21.1.7(3)
5.3.44	GT&C, Recall Rights, 6.21.1.4
5.3.45	GT&C, Recall Rights, 6.21.1.4
5.3.49	GT&C, Recall Rights, 6.21.1.4(1)
5.3.51	GT&C, Recall Rights, 6.21.1.4(1)
5.3.53	GT&C, Recall Rights, 6.21.1.4(1)
5.3.54	GT&C, Recall Rights, 6.21.1.4(1)
5.3.55	GT&C, Recall Rights, 6.21.1.4(1)
5.3.56*	GT&C, Recall Rights, 6.21.1.4(1)
5.3.57	GT&C, Recall Rights, 6.21.1.4(1)
5.3.58	GT&C, Recall Rights, 6.21.1.4(1)

Standards Incorporated by Reference:

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Standards:

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Standards:

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Standards:

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Standards for which Waiver or Extension of Time to Comply have been granted:

NAESB Standard

Waiver or Extension of Time

1.3.2(iv)

Limited Waiver, as provided for under Section 6.6.2(d)
of these General Terms and Conditions

1.3.39

Waiver

6.21.1.4 Recall Rights.

(1) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to the Transporter in accordance with the time line, stated in CCT, set forth below. The recall notification shall show the recall quantity expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. Recalled capacity notices will indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Transporter will support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day. When capacity is recalled, it may not be Reput for the same Gas Day. The deadline for notifying Transporter of a Reput is 8:00 a.m. to allow for the timely nominations to flow on the next Gas Day.

(i) Timely Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due ~~(Central Clock Time)~~;

(ii) Early Evening Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due ~~(Central Clock Time)~~;

(iii) Evening Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due ~~(Central Clock Time)~~;

(iv) Intraday 1 Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due ~~(Central Clock Time)~~; ~~and~~

(v) Intraday 2 Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than ~~2:30 p.m.~~ 12:00 noon on the day that Intraday 2 Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than ~~3:30~~ 1:00 p.m. on the day that Intraday 2 Nominations are due; ~~and (Central Clock Time)~~.

(vi) Intraday 3 Recall Notifications:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

In the event of an intra-day capacity recall, Transporter will determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity. Variations to the use of Elapsed Prorata Capacity may be necessary to

reflect the nature of Transporter's Tariff, services, and/or operational characteristics.

Transporter will not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55.

The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity or other Transporter Tariff specific variations of the Elapsed Prorata Capacity in accordance with NAESB WGQ Standard No. 5.3.56.

For recall notification provided to the Transporter prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., the Transporter should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the Transporter after 5:00 p.m. and prior to 7:00 a.m., the Transporter should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification ~~(Central Clock Time)~~.

The Releasing Shipper shall make such recall effective by communicating the recall via GEMStm and submitting a nomination change to Transporter, pursuant to Section 6.6.1 of these General Terms and Conditions.

Upon notification of a recall, the MDQ of the Replacement Shipper(s) shall be reduced by the quantity of the recall, and its nominations adjusted as necessary. Transporter shall be entitled to rely upon such nomination change and not be held liable under any circumstances whatsoever in the event of any such recall. The terms and conditions of recall may include non-payment of reservation charges by the Replacement Shipper. Transporter shall notify the Releasing Shipper of Replacement Shipper's non-payment of reservation charges no later than five (5) business days after the date such payment was due pursuant to Section 6.17 paragraph 2 of these General Terms and Conditions.

- (2) Upon notification by Releasing Shipper to Transporter that such recall of transportation entitlements is no longer in effect, the Replacement Shipper shall, if provided for in the Agreement with the Releasing Shipper, be entitled to Reput the release effective upon communication to Transporter via GEMStm a nomination change pursuant to Section 6.6.1 of these General Terms and Conditions.

- (3) If released transportation capacity is recalled by the Releasing Shipper, Transporter may, if requested by the Replacement Shipper, and subject to availability of capacity, continue service to the Replacement Shipper under Rate Schedule ITS.

6.21.1.6 Capacity Release Timeline.

The following capacity release timeline, stated in CCT, is applicable to all parties involved in the capacity release process; however, it is only applicable if all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, for index-based capacity release transactions the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and there are no special terms or conditions of the release.

Further, Transporter may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the Transporter).

- (i) For biddable releases (1 year or less):
 - (1) ~~Offers~~ should be tendered such that they can be posted by 12:00 P.M. 9:00 a.m. on a Business Day;
 - (2) ~~Open season ends at no later than 1:00 P.M.~~ 10:00 a.m. on the same or on a subsequent Business Day. (evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
 - (3) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
 - (4) ~~If no match is required, the~~ evaluation period ends and ~~the award is posted by 11:00 a.m. if no match required at 2:00 P.M.;~~
 - (5) ~~Where match is required, the match or award~~ is communicated by ~~2:00 P.M.;~~ 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 noon.
 - (6) ~~match response by 2:30 P.M.;~~
 - (7) ~~where match required, award posting by 3:00 P.M.;~~
 - (8) ~~The~~ contract is issued within one hour of ~~the~~ award posting (with a new contract number, when applicable);
 - (9) ~~a~~ Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. ~~(Central Clock Time)~~
- (ii) For biddable releases (more than 1 year):
 - (1) ~~Offers~~ should be tendered such that they can be posted by 12:00 P.M. 9:00 a.m. on a four Business Days ~~before award;~~
 - (2) ~~Open season ends no later than 1:00 P.M. on the~~ shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive

~~Business Days before timely nominations are due (open season is three Business Days);~~

- (3) ~~e~~Evaluation period begins at 10:00 ~~P.M.~~a.m. during which any contingencies are ~~is~~ eliminated, determination of best bid is made, and ties are broken;
- (4) ~~If no match is required, the~~ evaluation period ends and the award is posted by 11:00 a.m. if no match required at 2:00 P.M.;
- (5) ~~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 communicated by 2:00 P.M.; posted by 12:00 noon.
- ~~(6) match response by 2:30 P.M.;~~
- ~~(7) where match required, award posting by 3:00 P.M.;~~
- (8) ~~The~~ contract is issued within one hour of the award posting (with a new contract number, when applicable);
- ~~(7) a~~ Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. ~~(Central Clock Time)~~

(iii) For non-biddable releases:

~~- 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 p.m.~~
- ~~• Intraday 3 Cycle 6:00 p.m.~~

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

~~- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~— Timely Cycle~~

~~Posting of prearranged deals not subject to bid are due by 10:30 A.M.~~

~~Evening Cycle~~

~~Posting of prearranged deals not subject to bid are due by 5:00 P.M.~~

~~Intraday 1 Cycle~~

~~Posting of prearranged deals not subject to bid are due by 9:00 A.M.~~

~~Intraday 2 Cycle~~

~~Posting of prearranged deals not subject to bid are due by 4:00 P.M.~~

~~For each cycle, contracts will be 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. (Central Clock Time)~~

6.21.1.7 Required Information for the Release of Capacity.

The Releasing Shipper shall submit the following information, objectively stated and applicable to all potential shippers on a non-discriminatory basis, to Transporter via Electronic Communication:

- (1) The Releasing Shipper's legal name, contract number, and the name, title, address and phone and fax number of the individual who will authorize the release of capacity for the Releasing Shipper.
- (2) Whether the capacity is biddable;
- (3) The level of daily firm entitlements that the Releasing Shipper elects to release, expressed as a numeric quantity per Day for transportation, storage injection, storage withdrawal, and a per release quantity for storage capacity and total release period quantity.
- (4) The Primary Route(s) or segment within such Primary Route(s), and quantity to be released for such Primary Route.
- (5) The requested effective date and the term of the release.
- (6) The minimum acceptable period of release and minimum acceptable quantities (if any).
- (7) The Releasing Shipper's maximum reservation rate (including any demand type surcharges, direct bills, or similar mechanisms), any minimum rate requirement, whether bids are to be submitted on a reservation or volumetric basis, and whether the bids should be stated in dollars and cents or percent of the maximum tariff rate for a non-index-based release, or the index-based formula as detailed in the capacity release offer. ~~The maximum and minimum rates may separately identify surcharges and direct bills, or such amounts can be included in the total rate.~~

If the release is for a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release, the Reservation Rate, Deliverability Rate, Capacity Rate, Volumetric Rate, percentage of the maximum tariff rate, or the rate resulting from the index-based formula as detailed in the capacity release offer for capacity released and assigned may exceed the Maximum Reservation Rate, Maximum Deliverability Rate, Maximum Capacity Rate, or Volumetric Rate for the service being released.

Payments or other consideration exchanged between the Releasing Shipper and Replacement Shipper in a release to an asset manager as described in Section 6.21.1.9 are not subject to the maximum rate.

- (8) The Releasing Shipper's request (if at all) for Transporter to market actively the capacity to be released.
- (9) The legal name of the Replacement Shipper that is designated in any pre-arranged release ("Pre-arranged Replacement Shipper").
- (10) Whether the capacity is to be released on a recallable basis, and, if so, the terms and conditions of such recall, and whether the Releasing Shipper is authorized to Reput the release if and when it notifies Transporter that the recall is no longer in effect; or whether the capacity is to be released on a permanent basis.
- (11) Whether the capacity to be released is contingent on the release of other capacity, or on certain terms and conditions, and if so, the capacity, terms and/or conditions upon which the release is contingent.
- (12) The terms and conditions under which Releasing Shipper will accept contingent bids, including bids that are contingent upon the Replacement Shipper acquiring transportation on a pipeline interconnected to transporter, the method for evaluating contingent bids, what level of proof is required by the contingent bidder to demonstrate that the contingency did not occur, and for what time period the next highest bidder will be obligated to acquire the capacity if the next winning contingent bidder declines the release.
- (13) Whether Releasing Shipper requires bidders to post a deposit with Transporter, not to exceed the amount required by Transporter pursuant to Section 6.2.1 of these General Terms and Conditions, to guard against frivolous bids. Deposits will be refunded to losing bidders at the time the capacity is awarded, and credited against the Replacement Shipper's invoices until fully utilized.
- (14) Whether Releasing Shipper will require Replacement Shipper to post a deposit, not to exceed the amount required by Transporter pursuant to Section 6.2.1 of these General Terms and Conditions, to guard against payment defaults if Transporter waives the deposit requirement contained in Section 6.2.1 of these General Terms and Conditions. Such deposit will be paid by the Replacement Shipper to Transporter at the time specified in Section 6.2.1 of these General Terms and Conditions, and

will be credited against Replacement Shipper's invoices until fully utilized.

- (15) Any other reasonable and not unduly discriminatory terms and conditions to accommodate the release, including provisions necessary to evaluate bids and tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology.

Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor, is Transporter held to the timeline should the Releasing Shipper elect another method of evaluation.

- (16) Any restriction on the use of higher rate Secondary Points that Transporter and Releasing Shipper have agreed to, or any requirement that the Replacement Shipper reimburse the Releasing Shipper for any incremental charges assessed by Transporter pursuant to Section 6.4 paragraphs 1(b)(2) and 2(b)(2) of these General Terms and Conditions for use of Secondary Points by the Replacement Shipper.
- (17) Any other additional information that Transporter deems necessary, from time to time, to effectuate releases hereunder.
- (18) Transporter shall not be liable for information provided to Transporter, including any such information that is posted on GEMStm, or with respect to the deposit required by the Replacement Shipper pursuant to Section 6.21.1.7(14) of these General Terms and Conditions.
- (19) Any restriction on the changing of Primary Points that Replacement Shipper and Releasing Shipper have agreed to, or any requirement that the Replacement Shipper reimburse the Releasing Shipper for any incremental charges assessed by Transporter associated with a change in Primary Points pursuant to Section 6.2.4 of these General Terms and Conditions. Absent an indication to the contrary, the Replacement Shipper shall not have a right to change the Primary Point(s). In any event, when a Primary Point is changed as part of a temporary release, at the end of such release the Releasing Shipper shall be responsible for any on-going incremental charges associated with the Primary Point.

- (20) The priority to be afforded the nominations of Releasing Shipper and Replacement Shipper in the event of overlapping nominations of equal priority in excess of the firm entitlements of the released capacity. Absent an indication to the contrary, the Replacement Shipper shall be deemed responsible for any nominations scheduled in excess of the firm entitlements of the released capacity on the overlapping segment.
- (21) An indication of whether the Pre-arranged capacity release is to an asset manager as described in Section 6.21.1.9, and the asset manager's obligation as to volumetric level and effective time period(s) to deliver gas to, or purchase gas from the Releasing Shipper.
- (22) An indication of whether the Pre-arranged capacity release is to a marketer participating in a state-regulated retail access program as described in Section 6.21.1.9.

6.21.1.8 Open Bidding Process.

Prospective Shippers wishing to acquire capacity available for release ("Bidding Shipper"), must: (1) have an executed Master Service Agreement in place pursuant to Section 6.21.1 of these General Terms and Conditions; and (2) place a bid on GEMStm or in writing for the available capacity during the Posting Period. If such bid is not expressly labeled contingent, such bid shall be binding. The bid shall contain the following information:

- (1) The Bidding Shipper's legal name and the name, title, address and phone number of the individual who will authorize the acquisition of the available capacity.
- (2) The level of daily firm entitlements that the Bidding Shipper requests and the minimum quantity it will accept.
- (3) The requested effective date and the term of the acquisition.
- (4) The Bidding Shipper's bid, addressing all criteria required by the Releasing Shipper.

The Bidding Shipper shall be entitled to withdraw its bid via GEMStm, prior to the end of the bidding period, if such withdrawal is not due to lower bids by other Shippers. Bidding Shipper cannot withdraw its bid after the Bidding Period ends. If Bidding Shipper withdraws its bid, it may not resubmit a lower bid. If Bidding Shipper submits a higher bid, lower bids previously submitted by Bidding Shipper will be automatically eliminated. A Bidding Shipper may submit multiple bids where the term or quantity involved in each bid is different. Transporter shall post all information provided by Bidding Shippers, except the information provided in Section 6.21.1.8(1), above.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. ~~The bidder may bid the maximum reservation rate in ANR's Tariff as an alternative to the method specified by the Releasing Shipper, except when the release is index based for a term of one year or less or utilizes market-based rates.~~ No bid shall exceed the maximum applicable transportation rates, in addition to any and all applicable fees and surcharges, as specified in this Tariff, provided, however, that such limitation shall not apply to any bid for release of capacity with a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release. The quantity or the requested term of the release of such bid shall not exceed the maximum quantity or term specified in the executed Agreement.

6.21.1.10 Matching Rights for Pre-arranged Releases Open for Bidding.

A Pre-arranged Replacement Shipper shall have the right of first refusal for a time period as negotiated by the Releasing Shipper and the Pre-arranged Replacement Shipper ("Matching Period"). The Matching Period will be one-~~half~~ half (1/2) hour following the time the Pre-Arranged Replacement Shipper has been notified of the winning bid. In the event a bid is received that more closely meets the criteria specified by the Releasing Shipper, Transporter shall provide the Pre-arranged Replacement Shipper an opportunity during the Matching Period to match or exceed the bid that more closely meets the criteria specified by the Releasing Shipper. No later than ~~2:00 p.m.~~ 11:00 a.m., the Pre-arranged Replacement Shipper shall receive notification on GEMS[™] of the terms and conditions of the prevailing bid, and shall have the Matching Period to respond via GEMS[™]. Absent a response, the capacity shall be awarded to the prevailing Bidding Shipper no later than ~~3:00 p.m.~~ 12:00 noon.

6.21.1.11 Awarding of Capacity Available for Release.

Capacity for Releases subject to bidding will be awarded ~~no later than 3:00 p.m.~~consistent with the timeline set forth in Section 6.21.1.6 above. The capacity available for release shall be awarded to the Bidding Shipper with the highest bid matching all terms and conditions provided by the Releasing Shipper. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be given to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Shipper's minimum quantity or all the remaining bidder's acceptable quantities. If bids are received that do not match all the terms and conditions provided by the Releasing Shipper, bids will be evaluated by the criteria provided by the Releasing Shipper. If no criteria are provided by the Releasing Shipper, the Bidding Shipper bidding the greatest NPV shall be awarded the capacity. If more than one such bid has an equal NPV, then the capacity shall be awarded on a first come, first served basis. The ultimate awarding of capacity will be posted subsequently on Transporter's GEMS[™] ~~by 4:00 p.m.~~consistent with the timeline set forth in Section 6.21.1.6 above.

Appendix C

ANR Pipeline Company

NAESB Standards Granted a Waiver by the Commission

NAESB Standard	Docket No.	Order Citation
1.3.2(v)	RP13-1377-000	<i>ANR Pipeline Company, 145 FERC ¶ 61,089 at P 3 (2013).</i>
1.3.39	RP13-1377-000	<i>ANR Pipeline Company, 145 FERC ¶ 61,089 at P 4 (2013).</i>