



FAYETTEVILLE EXPRESS PIPELINE LLC

October 12, 2023

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

RE: Fayetteville Express Pipeline LLC
Docket No. RP24-_____
Housekeeping Filing

Dear Ms. Bose:

Fayetteville Express Pipeline LLC ("FEP") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") as part of its FERC NGA Gas Tariff, First Revised Volume No. 1 ("Tariff"), the revised tariff records which are listed in Appendix A, proposed to be effective on November 12, 2023.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to submit several administrative housekeeping revisions to FEP's Tariff as described below. The housekeeping changes proposed in this filing do not affect operations or a shipper's terms and conditions of service.

First, FEP is removing an expired negotiated rate agreement from its listing of negotiated rate agreements found in the Currently Effective Rates.

Additionally, miscellaneous minor administrative changes proposed herein include updating each of the websites referenced in the Tariff to show them as "https" versus "http" as well as updating the spelling of "website" to be consistent throughout the Tariff.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the proposed tariff records be accepted effective November 12, 2023. FEP respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on November 12, 2023.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- This transmittal letter, including a Statement of Nature, Reasons and Basis in PDF format.
- A clean version of the proposed tariff records in PDF format for publishing in eLibrary.
- A marked version of the proposed tariff changes in PDF format.
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

All correspondence and communications concerning this filing should be served on each of the following persons:

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In accordance with Section 154.208(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FEP's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory commissions. FEP has posted this filing on its Internet website accessible via <https://fepttransfer.energytransfer.com> under Informational Postings, Regulatory.

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

Respectfully submitted,

Fayetteville Express Pipeline LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

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

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

FAYETTEVILLE EXPRESS PIPELINE LLC**FERC Gas Tariff****First Revised Volume No. 1**

Tariff Records Proposed to Become Effective November 12, 2023

<u>Version</u>	<u>Description</u>	<u>Title</u>
3.0.0	1.	System Map
3.0.0	2.	Hub Area Map
7.0.0	Currently Effective Rates	6. Statement of Negotiated Rates
3.0.0	13.	Interactive Website
6.0.0	14.	Capacity Release by Firm Shippers
7.0.0	29.	Compliance with 18 C.F.R., Section 284.12
2.0.0	35.	Annual Charge Adjustment (ACA) Surcharge

System Map

The System Map may be displayed and downloaded at the Internet Website below.

<https://fepttransfer.energytransfer.com/ipost/FEP/maps/system-map>

Hub Area Map

The Hub Area Map may be displayed and downloaded at the Internet Website below.

<https://fepttransfer.energytransfer.com/ipost/FEP/maps/hub-area>

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Contract MDQ (Dth/d)	Primary Receipt Point(s)	Primary Delivery Point(s)	Term
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13. INTERACTIVE WEBSITE

13.1 WEBSITE DESCRIPTION

(a) FEP maintains the Interactive Website, a FERC compliant interactive internet website which is available for use by Shippers and other interested parties. The website has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of information displayed or entered through this website are archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data is kept for a three (3) Year period, inclusive of both current and archived data.

(1) FEP provides on the Informational Postings portion of its Interactive Website a link to the Gas quality provisions of this Tariff.

(2) FEP provides on the Informational Postings portion of its Interactive Website daily average Gas quality information for prior Gas Day(s), to the extent routinely collected and readily available, for location(s) that are representative of mainline Gas flow. To the extent that FEP monitors tariff-based gas quality provisions for locations representative of mainline Gas flow by non-electronic methods (e.g. spot sample), such information should be posted as soon as practicable. The gas quality information posted pursuant to this tariff provision is operational in nature.

For purposes of this tariff provision, “readily available” is that data which is currently available in electronic format or would be available electronically with minor enhancement(s) to existing data collection, processing and reporting capability.

The gas quality information should be reported in units as specified in this Tariff’s General Terms and Conditions. Gas quality information not specified in these General Terms and Conditions is posted using units determined by FEP.

The information available for the identified location(s) is provided in a downloadable format. In any event, all applicable parties’ compliance with Gas quality requirements is in accordance with FEP’s Tariff or general terms and conditions. Listed below are examples of Gas quality attributes:

- Heating Value
- Interchangeability index(ices)/factor(s)
- Hydrocarbon liquid drop out control parameter(s)/factor(s)
- Hydrocarbon Components, % of C1 - Cnn, as used in determining Heating Value
- Specific Gravity
- Water

Nitrogen
Carbon Dioxide
Oxygen
Hydrogen
Helium
Total Sulfur
Hydrogen Sulfide
Carbonyl Sulfide
Mercaptans
Mercury and/or any other contaminants being measured
Other pertinent Gas quality information that is specified in FEP's Tariff or general terms and conditions

(3) Data posted pursuant to Section 13.1(a)(2) are made available on FEP's Interactive Website for the most recent three-Month period. Beyond the initial three-Month period, the historical data is made available offline in accordance with regulatory requirements. Such posted data are provided in a tabular downloadable file described by FEP in the posting. The first row of the file contains the column headers and data begins on the second row of the file. In addition, one of the columns contains the applicable Gas Day. For any location(s), FEP may, at its discretion, elect to provide Gas quality information in addition to that specified in the prior paragraph. FEP may choose how to provide the information.

(b) The non-secure information is primarily comprised of FERC mandated informational postings. FEP may add informational sections to this website in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Quantity Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logons and passwords required to enter the secure region of the website may be obtained per the procedures outlined in Section 13.2.

(1) INFORMATIONAL POSTINGS AND PLANNING TOOLS

The types of information available through the Informational Postings selection of this website include: (i) all marketing affiliate information, including names and addresses for marketing affiliates; (ii) reports on operationally available capacity, design capacity, unsubscribed capacity and released capacity at Receipt/Delivery Points; (iii) critical notices concerning capacity related issues and non-critical notices, providing relevant contracts and customer information; (iv) the FERC Index of Customers and the FERC Contract Transactional Postings; (v) the Tariff, with search, download and print capabilities; (vi) imbalance quantities available for trading among Shippers as provided in Section 10 hereof and (vii) point catalog.

(2) NOMINATIONS

This feature allows for submittal of all transportation nominations, transfer nominations, predetermined allocations and nomination priorities as required in Section 6 of these General Terms and Conditions.

(3) VOLUME INQUIRY

This feature provides volumetric information on total Gas flows and allocated flows, at a Point and contract level and provides contract level imbalance information. The timing for reporting Daily operational allocations after the Gas has flowed is within two (2) hours after the end of the Day. If the best available data for reporting Daily operational allocations is the scheduled quantity, that quantity should be used for the Daily operational allocation. Each Shipper and each other entity involved in a transaction at a Point will be able to see the total flows at the Point and the quantities allocated to or by such Shipper or other entity.

(4) INVOICING

The website allows Shippers to view and download invoices and a statement of account.

(5) CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information.

(6) CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this website as provided in Section 14. Additionally, Shipper with recall provisions in a release of capacity can initiate the recall process using this feature.

(c) Unless specifically stated otherwise, all communications with FEP hereunder should be made via the electronic method(s) (Interactive Website, EDI, email) specified in NAESB standards for a particular NAESB document/process or via some other mutually agreeable means.

13.2 ACCESS TO INTERACTIVE WEBSITE

Shippers and other interested parties may obtain access to the Interactive Website by contacting a representative of FEP's Gas Transportation Department in Houston. Logons, passwords and access instructions will be supplied upon request under the following terms and conditions set forth in Sections 13.3 through 13.14.

13.3 AUTHORITY

Users of this website (Subscribers) shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access this website shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

13.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from which this website is accessed.

13.5 CONFIDENTIALITY

Certain information contained in this website is proprietary and confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

13.6 RELIANCE BY FEP

FEP may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through this website. FEP may correct errors in information entered into this website by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into this website.

13.7 ACCESS

Shippers and other interested parties may obtain access to the interactive transactional web pages by contacting a representative of FEP's Customer Services Department in Houston. The internet address for this website is: <https://feptransfer.energytransfer.com>. Should a Subscriber require access to confidential information (such as Agreement, points, nomination, quantity, or other customer-specific information deemed to be of a confidential nature requiring controlled access), FEP will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, FEP will ensure return of a confidential logon code and password within one Business Day.

13.8 LOGON

A Subscriber's logon and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its logon and password confidential. A Subscriber will ensure that only authorized employees and agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access this website on Subscriber's behalf. A Subscriber and its employees and agents will not disclose the Subscriber's logon and password to anyone without authority to access this website on behalf of the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or agents for information regarding Subscriber logon and password made subsequent to issuance of the original logon and password may not be honored without receipt by FEP of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon and password if the security breach was the result of Shipper's failure to take

reasonable precautions to protect security, consistent with Section 24 of these General Terms and Conditions.

13.9 BREACH OF SECURITY

A Subscriber shall promptly notify FEP if there is any indication that a security breach has occurred with regard to Subscriber's logon and password. This includes, but is not limited to: (a) loss of confidentiality of logon and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access this website by any authorized employee. Such notification shall be made to FEP's Electronic Customer Services Department.

13.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See Section 6 of these General Terms and Conditions for information on delegation.

13.11 LIMITS OF RESPONSIBILITY

Neither FEP nor Shipper shall be responsible for an omission or failure by the other to act or perform any duty requested by a function accessed via this website if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to FEP's computer system, power failures, failure of backup systems, or any other event beyond the reasonable control of FEP or Shipper, as applicable.

13.12 RESERVATION

FEP reserves the right to add, modify or terminate functions of this website at any time subject to compliance with Commission Regulations.

13.13 AGREEMENT BY NON-SHIPPER

Any Subscriber who is not a Shipper under one of the Rate Schedules of FEP's FERC Gas Tariff will be required, as a precondition of access to this website, to sign an agreement with FEP pursuant to which the Subscriber agrees to be bound by the provisions of this Section.

13.14 INDEMNITY

(a) Each Subscriber shall indemnify FEP and hold FEP harmless for all damages, losses, and liabilities arising out of:

(1) Subscriber's or its employees' or agents' breach of any of Subscriber's obligations under this Section 13, including any breach of confidentiality with respect to the assignment of logon(s) and passwords(s) to Subscriber's authorized employees and agents and any

unauthorized use by a formerly authorized person or by any unauthorized person who gained knowledge of Subscriber's logon(s) and password(s) through no fault of FEP; and

(2) any omission or failure by Subscriber's employees or agents to act or perform any duty required by an Interactive Website function.

(b) Notwithstanding Sections (a)(1) and (a)(2) above, neither FEP nor Subscriber shall be liable to the other if an unauthorized user gains access to FEP's Interactive Website through no fault of either FEP or Subscriber, consistent with Section 24 of these General Terms and Conditions.

14. CAPACITY RELEASE BY FIRM SHIPPERS

In this Section 14, Releasing Shipper shall mean a Shipper who releases or is seeking to release all or any part of its firm transportation capacity to a third party.

Replacement Shipper shall mean a third party who receives either temporarily or permanently released capacity, as defined below, from the Releasing Shipper under the Capacity Release Program.

For index-based capacity release, Rate Floor shall mean the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than FEP's minimum reservation charge or zero cents when there is no stated minimum reservation charge.

For index-based capacity release, Rate Default shall mean the non-biddable rate specified in the capacity release Offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

14.1 INTRODUCTION

Permanent Release: Under the Rate Schedule FTS, Releasing Shipper will have the ability to permanently release its capacity, or any portion thereof. FEP is not required to but may choose to accept a bid at less than the rate provided for in Releasing Shipper's Service Agreement provided that (i) Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the rate provided for in the Releasing Shipper's Service Agreement and the bid rate for the full term of the capacity release, or agrees to remain liable for any positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and (ii) when the Releasing Shipper's contract is at maximum tariff rates, FEP and Replacement Shipper reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. Upon such permanent release, except as provided for herein for releases at less than the Releasing Shipper's contract rates, Releasing Shipper is relieved of its obligation to FEP for payment of reservation charges and any surcharges to the reservation charge.

Temporary Release: Under the Rate Schedule FTS, Releasing Shipper will have the ability to temporarily release its capacity, or any portion thereof, for a term designated by Releasing Shipper not to exceed the term of its underlying Service Agreement. Upon such release, Releasing Shipper remains responsible to FEP only for payment of reservation charges and any surcharges to the reservation charge, in compliance with the underlying Service Agreement.

Releasing Shipper has the right to tender its capacity to FEP to be released to potential Replacement Shippers. The release of capacity is a permanent or temporary release of capacity from specified Receipt Point(s) to specified Delivery Point(s), for a designated term and rate.

14.2 EVALUATION METHODS

All capacity available for release shall be allocated to the Replacement Shipper(s) based upon one of the following methods, as determined by Releasing Shipper:

- (a) Highest rate;
 - (b) Highest net revenue;
 - (c) Highest present value calculated in accordance with Section 2.1(c) herein;
- and
- (d) Shipper designated method.

For index-based capacity release, the Releasing Shipper shall provide the necessary information and instructions to be used for the evaluation.

14.3 OFFER TO RELEASE CAPACITY

(a) During any period in which the Releasing Shipper wishes to release its firm capacity, the following information relating to the availability of such capacity shall be posted on FEP's Interactive Website:

- (1) MAXDTQ available per day, in dekatherms, and the total release period quantity;
- (2) Term;
- (3) Receipt and Delivery Point(s), and any restrictions which will be placed on the modifications of primary Receipt and primary Delivery Points;
- (4) Rates;
- (5) Whether and to what extent the capacity (under a temporary release) will be subject to recall, and the terms and conditions applicable to such right to recall or reput;
- (6) The method under which capacity is to be allocated;
- (7) The party to contact;
- (8) The method by which ties will be broken;

(9) If minimum conditions are to be disclosed during the open season, any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept, including whether a volumetric rate will be accepted and, if so, the method for evaluating such bid;

(10) Whether the Releasing Shipper is willing to accept contingent bids and when the contingency must be removed;

(11) The date when bids and executed Service Agreements must be submitted;

(12) Whether the release is permanent or temporary;

(13) Whether the release is a re-release;

(14) For Pre-Arranged releases, whether the release is to an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 248.8;

(15) For index-based capacity release, the Rate Floor; and

(16) Other special terms or conditions, if any.

(b) Any Releasing Shipper offering capacity for Capacity Release will, by electronically posting capacity or by having FEP electronically post capacity, automatically enter into an amendment to Shipper's underlying contract, subject to procedures set out in Rate Schedule FTS. Such amendment shall take effect only upon the confirmation of a prearranged deal or upon the award of such capacity.

(c) The information set forth in the offer to release capacity shall be posted on FEP's Interactive Website by the Releasing Shipper, or by FEP if requested by Releasing Shipper. FEP shall only post completed offers to release capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 14.4. With respect to offers to be posted by FEP, FEP shall post any such offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 14.4. A Releasing Shipper shall separately provide to FEP any minimum conditions that are not to be disclosed in the offer to release capacity.

(d) FEP shall post on its Interactive Website the following information in the offer to release capacity:

(1) The maximum reservation rate (including reservation surcharges) specifically applicable to the Shipper's capacity being released,

(2) The date and time by which bids must be submitted under the applicable allocation method,

(3) The date and time the notice is posted on the Interactive Website, and

(4) Latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 14.

(e) Withdrawal of offer to release capacity: The Releasing Shipper may withdraw or cause FEP to withdraw the offer to release capacity up to the close of the applicable bid submittal period; provided, however, withdrawal will be allowed only if the Releasing Shipper has an unanticipated requirement for the capacity and no minimum bid has been made. An offer to release capacity is binding until notice of withdrawal is received by FEP on its Customer Activities Website.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The Releasing Shipper shall submit the Releasing Shipper's recall or reput notices to FEP using FEP's Interactive Website in accordance with the deadlines and procedures established in the NAESB Standards. Notification by FEP to all affected Replacement Shippers for each recall that is processed shall be through direct notice using Internet E-mail or direct notification to Shipper's Internet URL address. Shipper is responsible for providing current addresses to FEP. Failure of Shipper to maintain current addresses on file with FEP will relieve FEP of this obligation. FEP has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify FEP against any claims, losses, liabilities, or expense (including reasonable attorneys' fees) resulting from claims by any Replacement Shipper that released capacity was not recalled in accordance with the recall rights specified in the Releasing Shipper's offer.

14.4 MINIMUM TIME PERIODS FOR BIDDABLE RELEASED CAPACITY

The following are the minimum time periods for biddable released capacity based on the term for which that capacity is released. The offers may be posted for any longer periods of time.

(a) 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.

(b) 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.

14.5 OPEN BIDS/WITHDRAWAL OF BIDS

(a) Open Bids - The bidding process shall be open;

(1) During the open season and bid submittal periods, all valid bids will be posted listing all pertinent terms and conditions of the valid bids without posting bidders' names;

(2) A bidder may not have more than one bid submitted for a given package of released capacity at the same time, except that it may withdraw a bid as specified below; and

(3) There will be no extensions of the original bid period or the pre-arranged deal match period.

(b) Withdrawal of Bids:

(1) A bidder may withdraw a bid for the released capacity up to the close of the open season or bid submittal period;

(2) Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate;

(3) Bids are binding until notice of withdrawal is received by FEP on its Customer Activities Website.

(c) Valid Bids:

In order to be valid, a Bid must include a completed bid form and an executed firm transportation Service Agreement (including electronically executed) which conforms with and adheres to the method specified in the Offer to release capacity and is submitted within the required time period for such offer to release capacity. A valid Bid may contain FEP's maximum reservation rate as an alternative to Releasing Shipper's capacity release Offer, except when the capacity release is index-based for a term of one year or less or utilizes market-based rates. Invalid bids will be rejected.

Any Pre-Arranged Shipper acquiring capacity through capacity release which confirms a prearranged deal and any Replacement Shipper which submits a bid for posted capacity will, by confirmation or entering a bid, respectively, automatically enter into a service agreement for the service set out in the posting of the prearranged deal or in the bid, respectively, effective upon the respective confirmation or award of such capacity.

(d) Bid Evaluation:

FEP will evaluate and rank all bids in all situations in accordance with the evaluation methodology specified by the Releasing Shipper in the offer to release capacity. Such timely bid, if determined to be valid, should be evaluated by FEP for the purpose of identifying the winning bidder associated with the offer upon which the bid was made. The evaluation period will end in accordance with Section 14.4.

(e) Award Posting:

(1) FEP will communicate the award of released capacity and will issue the contract in accordance with Section 14.4; provided however, in the event of a non-biddable pre-arranged deal, then FEP will post the award of released capacity; and

(2) FEP shall post the award regarding each deal on its Internet Website for a period of seven (7) days. Irrespective of when the notice of completed deal is posted, service shall commence once capacity has been awarded and a Service Agreement has been executed by both parties;

14.6 PROCEDURE FOR A PRE-ARRANGED DEAL

When capacity is released under a pre-arranged deal, the posting and bidding procedure set forth in this Section shall apply and the terms of such deal shall be posted on FEP's Interactive Website as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, FEP will provide a copy of the pre-arranged deal to any requesting party within one business day.

(a) Procedures for Pre-Arranged Deals Not Subject to Bid

There shall be no posting and bidding procedures for the following non-biddable pre-arranged deals: (1) releases to an asset manager, as defined by FERC regulations at 18 C.F.R. 284.8, (2) releases to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8, (3) releases for more than one year at the maximum rate, or (4) releases with terms of thirty-one (31) days or less, unless Releasing Shipper provides otherwise.

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 No. 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.

(b) Procedures For Bidding on a Pre-Arranged Deal

(1) Third Party Bid: Any third party may submit a bid for the released capacity by offering a better bid than the posted bid for said capacity, with rates not to exceed the maximum rate which may be collected by FEP.

(2) Third Party Obligation: Any third party bid shall be identical to the pre-arranged deal, excluding those terms which are subject to bidding as set forth in the offer to release capacity.

(3) Bid Evaluation: Subject to the Pre-Arranged Shipper's posting and bidding procedure, capacity shall be allocated to such third party (or parties, if the winning bids are for portions of the total capacity available) submitting the best bid, as determined by FEP, based upon the Releasing Shipper's criteria. In the event two or more third parties submit equivalent best bids, as determined by FEP, based upon the Releasing Shipper's criteria and such bids are for more than the total available capacity, the capacity shall be allocated by means of any non-discriminatory, objective standard designated by Releasing Shipper, and included in the offer to release capacity (or, if no designation, then by means of a pro rata allocation).

(4) Pre-Arranged Shipper posting and bidding procedure: In the event a third party(ies) submits a better bid than the Pre-Arranged Shipper, FEP shall communicate, in accordance with Section 14.4, to the Pre-Arranged Shipper, that a third party(ies) has submitted a better bid. The Pre-Arranged Shipper shall have the right to match said offer during the minimum time period set forth in Section 14.4.

(5) If the Pre-Arranged Shipper chooses to match the better bid, then FEP shall allocate said capacity to the Pre-Arranged Shipper. In the event the Pre-Arranged Shipper declines to match the better bid, the Pre-Arranged Shipper shall have no further right to said capacity, and FEP shall assign said capacity to the successful bidding third party(ies).

14.7 ADDITIONAL PROVISIONS

(a) Direct Postings: If a Releasing Shipper/bidder directly posts an offer to release capacity/bid on FEP's Interactive Website, such offer/bid shall be subject to certain corrections by FEP for errors discovered upon FEP's review of such offer/bid. FEP shall have the right to amend any offer/bid found to be incorrect after FEP verifies such offer/bid within twenty-four (24) hours of the posting of such offer/bid. FEP shall notify Releasing Shipper/bidder prior to amending any such offer/bid.

(b) Service Agreement Amendments: No amendments may be made to the Service Agreement except that: 1) a Replacement Shipper, to the extent not restricted under the terms of its Service Agreement, shall have the same right to change primary Receipt and Delivery Point(s) as any other FTS Shipper; and 2) upon mutual agreement of the Releasing Shipper and the Replacement Shipper, the Service Agreement will be terminated by FEP.

(c) **Marketing of Released Capacity:** FEP shall have no obligation to market any capacity available to be released by Releasing Shipper; however, FEP may agree to market capacity for Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service ("Marketing Fee").

(d) **Billing:** For any releases of capacity (primary, secondary, or subsequent), FEP shall directly bill the Replacement Shipper the negotiated rate for the released capacity, as well as any applicable usage charges and penalties which may be assessed on such transaction. The Replacement Shipper shall pay such amounts directly to FEP in accordance with the requirements of the Rate Schedule FTS and FEP shall apply such amounts first to the reservation charge(s) due for transportation service and then to any reservation surcharges(s) (if applicable), including late charges related solely to such reservation charge(s), then to any penalty due, then to commodity charges, and finally to late charges not related to any reservation charge(s) due. The Releasing Shipper will be billed for and shall pay to FEP any negotiated Marketing Fee plus the difference between the FEP's applicable rates under the Releasing Shipper's Service Agreement and the negotiated rates billed to the Replacement Shipper, subject to Section 14.8(f). In the event that the Replacement Shipper's as-billed rate exceeds the Releasing Shipper's applicable rate, the difference shall, at the Releasing Shipper's discretion, either be credited by FEP to the Releasing Shipper's account with FEP, or be refunded. Any amounts credited shall be limited to reservation charge revenues received from the Replacement Shipper pursuant to the Replacement Shipper's Service Agreement with FEP. If a refund is elected by the Releasing Shipper, FEP shall make such refund by wire transfer within ten days of its receipt of final payment from the Replacement Shipper, together with interest computed at the maximum allowable interest rate permitted under the Commission's Regulations.

(e) **Termination for Non-payment:** Should Replacement Shipper not make full payment of all amounts billed to it by FEP within ten (10) days of the date of any invoice, FEP shall notify the Replacement Shipper in writing, with a courtesy copy to Releasing Shipper, advising that if default continues for a thirty day period from such invoice date, the Service Agreement may be terminated; provided however, Replacement Shipper may avoid termination by providing FEP with good and sufficient indemnity bond. If Replacement Shipper fails to cure or remedy non-payment within such thirty (30) day period, the Service Agreement between FEP and the Replacement Shipper may be terminated at the discretion of FEP or Releasing Shipper, and Releasing Shipper shall immediately be able to again release such capacity under these procedures.

14.8 GENERAL TERMS AND CONDITIONS

(a) All released capacity will have priority over FEP's interruptible service;

(b) **Secondary Points:** Secondary Receipt Points and Secondary Delivery Points may be utilized by a Replacement Shipper, subject to available capacity;

(c) **Rates:** Releasing Shipper cannot release capacity for an effective price less than FEP's minimum rates nor more than FEP's just and reasonable maximum rates, as set forth in FEP's current FERC Gas Tariff. The maximum rate that may be charged for capacity released is the

maximum firm rate which may be charged by FEP for such transportation, plus Fuel Gas, Lost and Unaccounted For Gas, Booster Compression Fuel, and all applicable surcharges. If the Releasing Shipper is paying a Negotiated Rate pursuant to Section 30 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the higher of such rate or the applicable Recourse Rate. Except that no maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.

Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer: (1) non-index-based release - dollars and cents; (2) non-index-based release - percentage of maximum rate; or (3) index-based formula as detailed in the capacity release offer.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. Maximum and minimum rates specified by the Releasing Shipper must include the Reservation Charge and all reservation surcharges.

(d) Secondary/Subsequent Releases: Replacement Shipper, and any third parties receiving capacity rights from any Replacement Shipper, will be authorized or permitted to release the capacity to other third parties only under the same set of conditions described herein, i.e., any Replacement Shipper will be considered the Releasing Shipper for purposes of subsequent assignments of capacity, and any third party receiving such capacity in such transactions will be considered the Replacement Shipper.

(e) Creditworthiness: Qualification for participation in the capacity release program - Any potential Replacement Shipper that wishes to acquire released capacity under the capacity release program must satisfy the creditworthiness requirements contained in Section 12 of the General Terms and Conditions of this Tariff by pre-qualifying prior to submitting a bid for capacity. Upon pre-qualification, FEP shall continue to review potential Replacement Shipper's financial records and other sources of public information for creditworthiness. FEP shall have the right to amend a potential Replacement Shipper's line of credit from time to time and thereby lower or increase the quantity and term for which potential Replacement Shipper is qualified to submit future bids for released capacity. A potential Replacement Shipper cannot bid for released capacity which exceeds its qualified level of creditworthiness. Notwithstanding the determination of creditworthiness, FEP does not guarantee the payment of any outstanding amounts by a Replacement Shipper.

(f) Shipper Liability: In the event capacity is temporarily released hereunder, liability for payment of reservation charges and any surcharges applicable to the reservation charge will remain with the Releasing Shipper. If the Releasing Shipper permanently releases capacity hereunder, FEP will relieve said Releasing Shipper from its obligations under its Service Agreement, if (1) the release is at or above the rates provided for under (and for the remaining term of) Releasing Shipper's Service Agreement or, (2) the release is at less than rates provided for in Releasing Shipper's Service Agreement and the Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the Releasing Shipper's contract rate and the bid rate

for the full term of the capacity release, and, when the Releasing Shipper's contract is at maximum tariff rates, the Replacement Shipper and FEP reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. The Replacement Shipper and any of its subsequent assignees shall be responsible for any amounts billed to them under Section 14.8(e) of this Tariff, but shall not be responsible for any other amounts billed to the Releasing Shipper.

(g) FEP's Right to Terminate a Temporary Capacity Release: FEP may elect to terminate a Replacement Shipper's Service Agreement, upon fourteen (14) days written notice to the Replacement Shipper, under the following conditions:

(1) The Releasing Shipper has failed to maintain creditworthiness in accordance with Section 12 of the General Terms and Conditions of this Tariff;

(2) FEP has terminated the Releasing Shipper's Service Agreement in accordance with Sections 12 of the General Terms and Conditions of this Tariff; and

(3) The rate stated in the effective Replacement Shipper's Service Agreement is less than the Releasing Shipper's contract rate.

The Replacement Shipper may avoid termination of the temporary capacity release if, prior to the end of the fourteen (14) day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the fourteen (14) day notice period, it will pay the lower of (1) the former Releasing Shipper's contract rate, or (2) the maximum applicable reservation and commodity rates as stated in this Tariff for the applicable service for the remainder of the Replacement Shipper's contract term.

(h) Term Limitation: The term of any agreement providing for the release of capacity cannot extend beyond the term of the underlying Service Agreement. Released capacity may be allocated with a future effective date.

(i) Refunds: Releasing Shipper and any Replacement Shipper must track any changes in FEP's rates approved by the Commission. In the event the Commission orders refunds of any such rates charged by FEP and previously approved, FEP and/or Releasing Shipper, as the case may be, must make corresponding refunds to such Releasing Shipper or any Replacement Shipper, to the extent that Releasing Shipper or Replacement Shipper(s) has paid a rate in excess of FEP's just and reasonable, applicable maximum rates, unless otherwise specified by the terms of the release.

(1) Refunds Due Under Releases Greater Than One Year. If FEP is obligated to refund any amounts attributable to reservation charges for capacity which has been released, FEP shall make the applicable refund to the Replacement Shipper to the extent that FEP has actually received reservation charge amounts from the Replacement Shipper in excess of the amounts assessable under the revised maximum reservation charge rates (which amounts are credited to the account of the Releasing Shipper under this Subsection). Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, FEP shall make a

corresponding adjustment to the capacity release credit provided to the Releasing Shipper, and may reduce the capacity release credit in a lower refund or adjusted billings to the Releasing Shipper. Any other applicable reservation charge refund shall go to the Releasing Shipper. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(2) Refunds Due Under Releases One (1) Year or Less. If FEP is obligated to refund any amounts attributable to reservation charges for capacity which has been released above the maximum rate for one year or less, FEP shall make the applicable refund to the Releasing Shipper notwithstanding the amount that FEP has actually received from the Replacement Shipper (which amounts are credited to the account of the Releasing Shipper under this Subsection). FEP shall reflect the same credit from the Replacement Shipper but shall adjust its billing to the Releasing Shipper to reflect the revised maximum reservation rates. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(j) Conditions: Releasing Shipper and any Replacement Shipper are authorized to impose reasonable, nondiscriminatory conditions upon the release of their capacity on FEP's System. Such conditions must not be inconsistent with FEP's FERC Gas Tariff and the Service Agreement between the Releasing Shipper and FEP or Replacement Shipper and FEP.

(k) Rollover Limitations: A Releasing Shipper may re-release to the same Replacement Shipper for a term of thirty-one (31) days or less if either: (1) a period of twenty-eight (28) days has elapsed after the first release for thirty-one (31) days or less has expired or (2) an offer to release capacity has been posted, and capacity has been allocated to the shipper submitting the best bid. The twenty-eight (28) day hiatus does not apply to releases to an asset manager or marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8. An agreement for capacity to be released for a term of thirty-one (31) days or less shall not contain an evergreen provision and may not be rolled over for any additional time period.

(l) Capacity Release Timeline: The capacity release timeline as described herein is applicable to all parties involved in the capacity release process provided that: (1) 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; (2) for index-based capacity release, the Releasing Shipper has provided FEP with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and (3) there are no special terms or conditions of the release. Further, FEP 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 FEP).

(m) Service for the Replacement Shipper under FEP's capacity release program shall be in accordance with the terms and conditions of the applicable Rate Schedule of FEP's FERC Gas Tariff and Replacement Shipper's Service Agreement.

(n) A Replacement Shipper may submit changes to its primary Point(s) consistent with its Service Agreement, its contract demand, the terms of the offer by the Releasing

Shipper and subject to available capacity. If a Replacement Shipper has contracted for a temporary capacity release, and the Releasing Shipper has limited the movement of the primary Point(s), then the Replacement Shipper must submit dual requests for changes: one for the Point change that it is requesting and a second where the primary Point(s) of the Releasing Shipper are requested at the end of the temporary capacity release.

14.9 Request to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on FEP's Informational Postings website located at <https://fepttransfer.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on FEP's Informational Postings website. Such offer to purchase released capacity shall be posted on FEP's website for 30 Days.

29. COMPLIANCE WITH 18 C.F.R., SECTION 284.12

29.1 FEP has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, 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.

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, FEP may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that FEP includes appropriate citations in the submission.

FEP has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, that are protected by NAESB's copyright. With respect to each reproduced standard, FEP incorporates the following: © 1996 – 2020 NAESB, all rights reserved.

(1) Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>General Terms and Conditions Tariff Record</u>	<u>Tariff Record Provision</u>
0.3.3	12. Evaluation of Credit	12.2(a)(2)(i)
0.3.4	12. Evaluation of Credit	12.2(a)(2)(ii)
0.3.5	12. Evaluation of Credit	12.2(a)(2)(iii)
0.3.6	12. Evaluation of Credit	12.2(a)(2)(iv)
0.3.7	12. Evaluation of Credit	12.1(a)(5)
0.3.8	12. Evaluation of Credit	12.2(c)
0.3.9	12. Evaluation of Credit	12.2(c)
0.3.10	12. Evaluation of Credit	12.1(a)(5)
1.2.4	6. Nomination: Reporting,Balancing & Segmentation	6.5(a)
1.2.12	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)(3)
1.3.1	1. Definitions	1
1.3.2 (i-vi)	6. Nomination: Reporting,Balancing & Segmentation	6.2(a-f)
1.3.3	6. Nomination: Reporting,Balancing & Segmentation	6.6
1.3.5	6. Nomination: Reporting,Balancing & Segmentation	6.1(b)
1.3.7	6. Nomination: Reporting,Balancing & Segmentation	6.1(a)
1.3.8	6. Nomination: Reporting,Balancing & Segmentation	6.5(b)
1.3.11	6. Nomination: Reporting,Balancing & Segmentation	6.5(h)
1.3.14	6. Nomination: Reporting,Balancing & Segmentation	6.1(e)

1.3.19	6. Nomination: Reporting,Balancing & Segmentation	6.7
1.3.21	6. Nomination: Reporting,Balancing & Segmentation	6.1(c)
1.3.22	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)
1.3.23	6. Nomination: Reporting,Balancing & Segmentation	6.10
1.3.32	6. Nomination: Reporting,Balancing & Segmentation	6.5(d)
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2.3.6	8. Determination of Deliveries	8.1
2.3.10	1. Definitions	1
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2.3.16	8. Determination of Deliveries	8.1
2.3.26	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
2.3.28	11. Statements, Billing, Payment and Discounting Policy	11.3
3.2.1	1. Definitions	1
3.3.9	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.14	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.15	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
3.3.17	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.18	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.19	11. Statements, Billing, Payment and Discounting Policy	11.4
4.3.89	13. Interactive Website	13.1(a)(1)
4.3.90	13. Interactive Website	13.1(a)(2)
4.3.91	13. Interactive Website	13.1(a)(3)
4.3.92	13. Interactive Website	13.1(a)(3)
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5.3.1	14. Capacity Release by Firm Shippers	14.8(l)
5.3.2	14. Capacity Release by Firm Shippers	14.4, 14.6(a)
5.3.3	14. Capacity Release by Firm Shippers	14.2
5.3.13	14. Capacity Release by Firm Shippers	14.5(b)(3)
5.3.14	14. Capacity Release by Firm Shippers	14.3(e)
5.3.26	14. Capacity Release by Firm Shippers	14.8(c)
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(2) Standards Incorporated by Reference:

(a) ADDITIONAL STANDARDS

General:

Definition: 0.2.5

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

Gas/Electric Operation Communications:

Definitions: 0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

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Standards: 0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset: 0.4.4

Storage Information:

Dataset: 0.4.1

(b) NOMINATIONS, CONFIRMATIONS AND SCHEDULING

Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

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(c) FLOWING GAS

Definitions: 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards: 2.3.1, 2.3.2, 2.3.4, 2.3.7, 2.3.8, 2.3.9, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

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(d) INVOICING

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Standards: 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

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(e) ELECTRONIC DELIVERY MECHANISMS

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(f) CAPACITY RELEASE

Definitions: 5.2.1, 5.2.2, 5.2.3Standards: 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73Data Sets: 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

(g) INTERNET ELECTRONIC TRANSPORT RELATED STANDARDS

Definitions: 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39Standards: 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

(h) STANDARDS FOR WHICH WAIVER OR EXTENSION OF TIME TO COMPLY HAVE BEEN GRANTED

NAESB Standard
NoneWaiver or Extension of Time
None

29.2 (a) FEP shall utilize the standardized datasets provided by the standards incorporated by reference in 18 C.F.R. Section 284.12. FEP's implementation guide for the standardized data sets specifies FEP's intended use, if any, of the data elements that are coded as "business conditional" (BC) and "mutually agreeable" (MA) for purposes of EDI. The implementation guide may be obtained by contacting the Website-Help Line (1-281-714-2255) and asking for the EDI coordinator. If requested by a Shipper, FEP will, within sixty (60) days begin exchanging such data sets with the requesting Shipper.

(b) FEP shall utilize the North America Energy Gas Industry Standards Board Trading Partner Agreement (Version 1.9, Standard 6.3.3).

29.3 FEP's Informational Postings Website required by Standard 4.3.23 is accessible via the Internet at the following address: <https://feptansfer.energytransfer.com>

35. ANNUAL CHARGE ADJUSTMENT (ACA) SURCHARGE

35.1 PURPOSE

This section of the General Terms and Conditions is filed pursuant to Section 154.402 and Subpart B of Part 382 of the Commission's Regulations under the Natural Gas Act (NGA) and the Natural Gas Policy Act of 1978. The intent and purpose of this section is to establish an Annual Charges Adjustment (ACA) provision under which FEP can recover from its customers annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations. All amounts assessed pursuant to Part 382 of the Commission's Regulations shall be recorded in Account 928. FEP will not seek to recover annual charges assessed to it pursuant to Part 382 of the Commission's Regulations in an NGA Section 4 rate case. For the purpose of recovering annual charges assessed to FEP pursuant to Part 382 of the Commission's Regulations, this section establishes an ACA unit charge as set forth herein.

35.2 APPLICABILITY

The ACA unit charge shall be applicable to all transportation transactions performed by FEP.

35.3 ACA UNIT CHARGE

The ACA unit charge, as revised annually and posted on the Commission's website located at <https://www.ferc.gov>, is incorporated by reference in FEP's Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission's website under "Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." The ACA unit charge shall be applied to the commodity component of rates.

35.4 EFFECTIVE DATE OF CHARGES

The ACA unit charge is restated to be effective each October 1 on the first day of the Commission's fiscal year.

MARKED VERSION

System Map

The System Map may be displayed and downloaded at the Internet Web-site below.

<https://fepttransfer.energytransfer.com/ipost/FEP/maps/system-map>

Hub Area Map

The Hub Area Map may be displayed and downloaded at the Internet Web-site below.

<https://fepttransfer.energytransfer.com/ipost/FEP/maps/hub-area>

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Contract MDQ (Dth/d)	Primary Receipt Point(s)	Primary Delivery Point(s)	Term
Flywheel Energy Marketing, LLC	200083	FTS	(1)	1200000	(2)	(3)	(4)

~~This negotiated rate agreement does not deviate in any material respect from the form of service agreement set forth in this Tariff.~~

~~(1) This is a capacity release replacement shipper's contract. Replacement Shipper is an asset manager that is eligible for pass through of the commodity and fuel components of the releasing shipper's negotiated rates. Fixed Negotiated Base Commodity Rate: \$0.00/Dth. Fuel Charge pursuant to Section 3.3(a) of Releasing Shipper's Contract No. 200000, Exhibit C Negotiated Rate Agreement which basically states that fuel is tariff rate with a cap of 0.71%.~~

~~(2) Primary Receipt Points
 78520 SWN/MIDGE #2
 78521 SWN/TIGER
 78512 SWN/SOUTH RAINBOW
 78513 SWN/SOUTHEAST RAINBOW
 78514 SWN/COVE
 78515 SWN/YOGI CADDIS
 78516 SWN/YELLOWSTONE
 78517 SWN/NEW QUITMAN
 78519 SWN/MIDGE #1~~

~~(3) Primary Delivery Points
 78523 TEXAS GAS LULA
 78524 ANR QUITMAN
 78525 TRUNKLINE PANOLA~~

~~(4) 3/1/2019 12/31/2020~~

13. INTERACTIVE WEBSITE

13.1 WEB-SITE DESCRIPTION

(a) FEP maintains the Interactive Website, a FERC compliant interactive internet web-site which is available for use by Shippers and other interested parties. The web-site has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of information displayed or entered through this web-site are archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data is kept for a three (3) Year period, inclusive of both current and archived data.

(1) FEP provides on the Informational Postings portion of its Interactive Website a link to the Gas quality provisions of this Tariff.

(2) FEP provides on the Informational Postings portion of its Interactive Website daily average Gas quality information for prior Gas Day(s), to the extent routinely collected and readily available, for location(s) that are representative of mainline Gas flow. To the extent that FEP monitors tariff-based gas quality provisions for locations representative of mainline Gas flow by non-electronic methods (e.g. spot sample), such information should be posted as soon as practicable. The gas quality information posted pursuant to this tariff provision is operational in nature.

For purposes of this tariff provision, “readily available” is that data which is currently available in electronic format or would be available electronically with minor enhancement(s) to existing data collection, processing and reporting capability.

The gas quality information should be reported in units as specified in this Tariff’s General Terms and Conditions. Gas quality information not specified in these General Terms and Conditions is posted using units determined by FEP.

The information available for the identified location(s) is provided in a downloadable format. In any event, all applicable parties’ compliance with Gas quality requirements is in accordance with FEP’s Tariff or general terms and conditions. Listed below are examples of Gas quality attributes:

- Heating Value
- Interchangeability index(ices)/factor(s)
- Hydrocarbon liquid drop out control parameter(s)/factor(s)
- Hydrocarbon Components, % of C1 - Cnn, as used in determining Heating Value
- Specific Gravity
- Water

Nitrogen

Carbon Dioxide

Oxygen

Hydrogen

Helium

Total Sulfur

Hydrogen Sulfide

Carbonyl Sulfide

Mercaptans

Mercury and/or any other contaminants being measured

Other pertinent Gas quality information that is specified in FEP's Tariff or general terms and conditions

(3) Data posted pursuant to Section 13.1(a)(2) are made available on FEP's Interactive Website for the most recent three-Month period. Beyond the initial three-Month period, the historical data is made available offline in accordance with regulatory requirements. Such posted data are provided in a tabular downloadable file described by FEP in the posting. The first row of the file contains the column headers and data begins on the second row of the file. In addition, one of the columns contains the applicable Gas Day. For any location(s), FEP may, at its discretion, elect to provide Gas quality information in addition to that specified in the prior paragraph. FEP may choose how to provide the information.

(b) The non-secure information is primarily comprised of FERC mandated informational postings. FEP may add informational sections to this web-site in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Quantity Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logons and passwords required to enter the secure region of the web-site may be obtained per the procedures outlined in Section 13.2.

(1) INFORMATIONAL POSTINGS AND PLANNING TOOLS

The types of information available through the Informational Postings selection of this web-site include: (i) all marketing affiliate information, including names and addresses for marketing affiliates; (ii) reports on operationally available capacity, design capacity, unsubscribed capacity and released capacity at Receipt/Delivery Points; (iii) critical notices concerning capacity related issues and non-critical notices, providing relevant contracts and customer information; (iv) the FERC Index of Customers and the FERC Contract Transactional Postings; (v) the Tariff, with search, download and print capabilities; (vi) imbalance quantities available for trading among Shippers as provided in Section 10 hereof and (vii) point catalog.

(2) NOMINATIONS

This feature allows for submittal of all transportation nominations, transfer nominations, predetermined allocations and nomination priorities as required in Section 6 of these General Terms and Conditions.

(3) VOLUME INQUIRY

This feature provides volumetric information on total Gas flows and allocated flows, at a Point and contract level and provides contract level imbalance information. The timing for reporting Daily operational allocations after the Gas has flowed is within two (2) hours after the end of the Day. If the best available data for reporting Daily operational allocations is the scheduled quantity, that quantity should be used for the Daily operational allocation. Each Shipper and each other entity involved in a transaction at a Point will be able to see the total flows at the Point and the quantities allocated to or by such Shipper or other entity.

(4) INVOICING

The web-site allows Shippers to view and download invoices and a statement of account.

(5) CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information.

(6) CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this web-site as provided in Section 14. Additionally, Shipper with recall provisions in a release of capacity can initiate the recall process using this feature.

(c) Unless specifically stated otherwise, all communications with FEP hereunder should be made via the electronic method(s) (Interactive Website, EDI, email) specified in NAESB standards for a particular NAESB document/process or via some other mutually agreeable means.

13.2 ACCESS TO INTERACTIVE WEBSITE

Shippers and other interested parties may obtain access to the Interactive Website by contacting a representative of FEP's Gas Transportation Department in Houston. Logons, passwords and access instructions will be supplied upon request under the following terms and conditions set forth in Sections 13.3 through 13.14.

13.3 AUTHORITY

Users of this web-site (Subscribers) shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access this web-site shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

13.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from which this web-site is accessed.

13.5 CONFIDENTIALITY

Certain information contained in this web-site is proprietary and confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

13.6 RELIANCE BY FEP

FEP may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through this web-site. FEP may correct errors in information entered into this web-site by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into this web-site.

13.7 ACCESS

Shippers and other interested parties may obtain access to the interactive transactional web pages by contacting a representative of FEP's Customer Services Department in Houston. The internet address for this web-site is: <http://feptransfer.energytransfer.com>. Should a Subscriber require access to confidential information (such as Agreement, points, nomination, quantity, or other customer-specific information deemed to be of a confidential nature requiring controlled access), FEP will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, FEP will ensure return of a confidential logon code and password within one Business Day.

13.8 LOGON

A Subscriber's logon and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its logon and password confidential. A Subscriber will ensure that only authorized employees and agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access this web-site on Subscriber's behalf. A Subscriber and its employees and agents will not disclose the Subscriber's logon and password to anyone without authority to access this web-site on behalf of the Subscriber. To ensure such confidentiality is not breached, requests from Subscriber employees or agents for information regarding Subscriber logon and password made subsequent to issuance of the original logon and password may not be honored without receipt by FEP of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon and password if the security breach was the result of Shipper's failure to take

reasonable precautions to protect security, consistent with Section 24 of these General Terms and Conditions.

13.9 BREACH OF SECURITY

A Subscriber shall promptly notify FEP if there is any indication that a security breach has occurred with regard to Subscriber's logon and password. This includes, but is not limited to: (a) loss of confidentiality of logon and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access this web-site by any authorized employee. Such notification shall be made to FEP's Electronic Customer Services Department.

13.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See Section 6 of these General Terms and Conditions for information on delegation.

13.11 LIMITS OF RESPONSIBILITY

Neither FEP nor Shipper shall be responsible for an omission or failure by the other to act or perform any duty requested by a function accessed via this web-site if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to FEP's computer system, power failures, failure of backup systems, or any other event beyond the reasonable control of FEP or Shipper, as applicable.

13.12 RESERVATION

FEP reserves the right to add, modify or terminate functions of this web-site at any time subject to compliance with Commission Regulations.

13.13 AGREEMENT BY NON-SHIPPER

Any Subscriber who is not a Shipper under one of the Rate Schedules of FEP's FERC Gas Tariff will be required, as a precondition of access to this web-site, to sign an agreement with FEP pursuant to which the Subscriber agrees to be bound by the provisions of this Section.

13.14 INDEMNITY

(a) Each Subscriber shall indemnify FEP and hold FEP harmless for all damages, losses, and liabilities arising out of:

(1) Subscriber's or its employees' or agents' breach of any of Subscriber's obligations under this Section 13, including any breach of confidentiality with respect to the assignment of logon(s) and passwords(s) to Subscriber's authorized employees and agents and any

unauthorized use by a formerly authorized person or by any unauthorized person who gained knowledge of Subscriber's logon(s) and password(s) through no fault of FEP; and

(2) any omission or failure by Subscriber's employees or agents to act or perform any duty required by an Interactive Website function.

(b) Notwithstanding Sections (a)(1) and (a)(2) above, neither FEP nor Subscriber shall be liable to the other if an unauthorized user gains access to FEP's Interactive Website through no fault of either FEP or Subscriber, consistent with Section 24 of these General Terms and Conditions.

14. CAPACITY RELEASE BY FIRM SHIPPERS

In this Section 14, Releasing Shipper shall mean a Shipper who releases or is seeking to release all or any part of its firm transportation capacity to a third party.

Replacement Shipper shall mean a third party who receives either temporarily or permanently released capacity, as defined below, from the Releasing Shipper under the Capacity Release Program.

For index-based capacity release, Rate Floor shall mean the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than FEP's minimum reservation charge or zero cents when there is no stated minimum reservation charge.

For index-based capacity release, Rate Default shall mean the non-biddable rate specified in the capacity release Offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

14.1 INTRODUCTION

Permanent Release: Under the Rate Schedule FTS, Releasing Shipper will have the ability to permanently release its capacity, or any portion thereof. FEP is not required to but may choose to accept a bid at less than the rate provided for in Releasing Shipper's Service Agreement provided that (i) Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the rate provided for in the Releasing Shipper's Service Agreement and the bid rate for the full term of the capacity release, or agrees to remain liable for any positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and (ii) when the Releasing Shipper's contract is at maximum tariff rates, FEP and Replacement Shipper reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. Upon such permanent release, except as provided for herein for releases at less than the Releasing Shipper's contract rates, Releasing Shipper is relieved of its obligation to FEP for payment of reservation charges and any surcharges to the reservation charge.

Temporary Release: Under the Rate Schedule FTS, Releasing Shipper will have the ability to temporarily release its capacity, or any portion thereof, for a term designated by Releasing Shipper not to exceed the term of its underlying Service Agreement. Upon such release, Releasing Shipper remains responsible to FEP only for payment of reservation charges and any surcharges to the reservation charge, in compliance with the underlying Service Agreement.

Releasing Shipper has the right to tender its capacity to FEP to be released to potential Replacement Shippers. The release of capacity is a permanent or temporary release of capacity from specified Receipt Point(s) to specified Delivery Point(s), for a designated term and rate.

14.2 EVALUATION METHODS

All capacity available for release shall be allocated to the Replacement Shipper(s) based upon one of the following methods, as determined by Releasing Shipper:

- (a) Highest rate;
 - (b) Highest net revenue;
 - (c) Highest present value calculated in accordance with Section 2.1(c) herein;
- and
- (d) Shipper designated method.

For index-based capacity release, the Releasing Shipper shall provide the necessary information and instructions to be used for the evaluation.

14.3 OFFER TO RELEASE CAPACITY

(a) During any period in which the Releasing Shipper wishes to release its firm capacity, the following information relating to the availability of such capacity shall be posted on FEP's Interactive Website:

- (1) MAXDTQ available per day, in dekatherms, and the total release period quantity;
- (2) Term;
- (3) Receipt and Delivery Point(s), and any restrictions which will be placed on the modifications of primary Receipt and primary Delivery Points;
- (4) Rates;
- (5) Whether and to what extent the capacity (under a temporary release) will be subject to recall, and the terms and conditions applicable to such right to recall or reput;
- (6) The method under which capacity is to be allocated;
- (7) The party to contact;
- (8) The method by which ties will be broken;

(9) If minimum conditions are to be disclosed during the open season, any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept, including whether a volumetric rate will be accepted and, if so, the method for evaluating such bid;

(10) Whether the Releasing Shipper is willing to accept contingent bids and when the contingency must be removed;

(11) The date when bids and executed Service Agreements must be submitted;

(12) Whether the release is permanent or temporary;

(13) Whether the release is a re-release;

(14) For Pre-Arranged releases, whether the release is to an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 248.8;

(15) For index-based capacity release, the Rate Floor; and

(16) Other special terms or conditions, if any.

(b) Any Releasing Shipper offering capacity for Capacity Release will, by electronically posting capacity or by having FEP electronically post capacity, automatically enter into an amendment to Shipper's underlying contract, subject to procedures set out in Rate Schedule FTS. Such amendment shall take effect only upon the confirmation of a prearranged deal or upon the award of such capacity.

(c) The information set forth in the offer to release capacity shall be posted on FEP's Interactive Website by the Releasing Shipper, or by FEP if requested by Releasing Shipper. FEP shall only post completed offers to release capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 14.4. With respect to offers to be posted by FEP, FEP shall post any such offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 14.4. A Releasing Shipper shall separately provide to FEP any minimum conditions that are not to be disclosed in the offer to release capacity.

(d) FEP shall post on its Interactive Website the following information in the offer to release capacity:

(1) The maximum reservation rate (including reservation surcharges) specifically applicable to the Shipper's capacity being released,

(2) The date and time by which bids must be submitted under the applicable allocation method,

(3) The date and time the notice is posted on the Interactive Website, and

(4) Latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 14.

(e) Withdrawal of offer to release capacity: The Releasing Shipper may withdraw or cause FEP to withdraw the offer to release capacity up to the close of the applicable bid submittal period; provided, however, withdrawal will be allowed only if the Releasing Shipper has an unanticipated requirement for the capacity and no minimum bid has been made. An offer to release capacity is binding until notice of withdrawal is received by FEP on its Customer Activities Web-site.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The Releasing Shipper shall submit the Releasing Shipper's recall or reput notices to FEP using FEP's Interactive Website in accordance with the deadlines and procedures established in the NAESB Standards. Notification by FEP to all affected Replacement Shippers for each recall that is processed shall be through direct notice using Internet E-mail or direct notification to Shipper's Internet URL address. Shipper is responsible for providing current addresses to FEP. Failure of Shipper to maintain current addresses on file with FEP will relieve FEP of this obligation. FEP has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify FEP against any claims, losses, liabilities, or expense (including reasonable attorneys' fees) resulting from claims by any Replacement Shipper that released capacity was not recalled in accordance with the recall rights specified in the Releasing Shipper's offer.

14.4 MINIMUM TIME PERIODS FOR BIDDABLE RELEASED CAPACITY

The following are the minimum time periods for biddable released capacity based on the term for which that capacity is released. The offers may be posted for any longer periods of time.

(a) 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.

(b) 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.

14.5 OPEN BIDS/WITHDRAWAL OF BIDS

(a) Open Bids - The bidding process shall be open;

(1) During the open season and bid submittal periods, all valid bids will be posted listing all pertinent terms and conditions of the valid bids without posting bidders' names;

(2) A bidder may not have more than one bid submitted for a given package of released capacity at the same time, except that it may withdraw a bid as specified below; and

(3) There will be no extensions of the original bid period or the pre-arranged deal match period.

(b) Withdrawal of Bids:

(1) A bidder may withdraw a bid for the released capacity up to the close of the open season or bid submittal period;

(2) Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate;

(3) Bids are binding until notice of withdrawal is received by FEP on its Customer Activities Web-site.

(c) Valid Bids:

In order to be valid, a Bid must include a completed bid form and an executed firm transportation Service Agreement (including electronically executed) which conforms with and adheres to the method specified in the Offer to release capacity and is submitted within the required time period for such offer to release capacity. A valid Bid may contain FEP's maximum reservation rate as an alternative to Releasing Shipper's capacity release Offer, except when the capacity release is index-based for a term of one year or less or utilizes market-based rates. Invalid bids will be rejected.

Any Pre-Arranged Shipper acquiring capacity through capacity release which confirms a prearranged deal and any Replacement Shipper which submits a bid for posted capacity will, by confirmation or entering a bid, respectively, automatically enter into a service agreement for the service set out in the posting of the prearranged deal or in the bid, respectively, effective upon the respective confirmation or award of such capacity.

(d) Bid Evaluation:

FEP will evaluate and rank all bids in all situations in accordance with the evaluation methodology specified by the Releasing Shipper in the offer to release capacity. Such timely bid, if determined to be valid, should be evaluated by FEP for the purpose of identifying the winning bidder associated with the offer upon which the bid was made. The evaluation period will end in accordance with Section 14.4.

(e) Award Posting:

(1) FEP will communicate the award of released capacity and will issue the contract in accordance with Section 14.4; provided however, in the event of a non-biddable pre-arranged deal, then FEP will post the award of released capacity; and

(2) FEP shall post the award regarding each deal on its Internet Website for a period of seven (7) days. Irrespective of when the notice of completed deal is posted, service shall commence once capacity has been awarded and a Service Agreement has been executed by both parties;

14.6 PROCEDURE FOR A PRE-ARRANGED DEAL

When capacity is released under a pre-arranged deal, the posting and bidding procedure set forth in this Section shall apply and the terms of such deal shall be posted on FEP's Interactive Website as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, FEP will provide a copy of the pre-arranged deal to any requesting party within one business day.

(a) Procedures for Pre-Arranged Deals Not Subject to Bid

There shall be no posting and bidding procedures for the following non-biddable pre-arranged deals: (1) releases to an asset manager, as defined by FERC regulations at 18 C.F.R. 284.8, (2) releases to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8, (3) releases for more than one year at the maximum rate, or (4) releases with terms of thirty-one (31) days or less, unless Releasing Shipper provides otherwise.

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 No. 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.

(b) Procedures For Bidding on a Pre-Arranged Deal

(1) Third Party Bid: Any third party may submit a bid for the released capacity by offering a better bid than the posted bid for said capacity, with rates not to exceed the maximum rate which may be collected by FEP.

(2) Third Party Obligation: Any third party bid shall be identical to the pre-arranged deal, excluding those terms which are subject to bidding as set forth in the offer to release capacity.

(3) Bid Evaluation: Subject to the Pre-Arranged Shipper's posting and bidding procedure, capacity shall be allocated to such third party (or parties, if the winning bids are for portions of the total capacity available) submitting the best bid, as determined by FEP, based upon the Releasing Shipper's criteria. In the event two or more third parties submit equivalent best bids, as determined by FEP, based upon the Releasing Shipper's criteria and such bids are for more than the total available capacity, the capacity shall be allocated by means of any non-discriminatory, objective standard designated by Releasing Shipper, and included in the offer to release capacity (or, if no designation, then by means of a pro rata allocation).

(4) Pre-Arranged Shipper posting and bidding procedure: In the event a third party(ies) submits a better bid than the Pre-Arranged Shipper, FEP shall communicate, in accordance with Section 14.4, to the Pre-Arranged Shipper, that a third party(ies) has submitted a better bid. The Pre-Arranged Shipper shall have the right to match said offer during the minimum time period set forth in Section 14.4.

(5) If the Pre-Arranged Shipper chooses to match the better bid, then FEP shall allocate said capacity to the Pre-Arranged Shipper. In the event the Pre-Arranged Shipper declines to match the better bid, the Pre-Arranged Shipper shall have no further right to said capacity, and FEP shall assign said capacity to the successful bidding third party(ies).

14.7 ADDITIONAL PROVISIONS

(a) Direct Postings: If a Releasing Shipper/bidder directly posts an offer to release capacity/bid on FEP's Interactive Website, such offer/bid shall be subject to certain corrections by FEP for errors discovered upon FEP's review of such offer/bid. FEP shall have the right to amend any offer/bid found to be incorrect after FEP verifies such offer/bid within twenty-four (24) hours of the posting of such offer/bid. FEP shall notify Releasing Shipper/bidder prior to amending any such offer/bid.

(b) Service Agreement Amendments: No amendments may be made to the Service Agreement except that: 1) a Replacement Shipper, to the extent not restricted under the terms of its Service Agreement, shall have the same right to change primary Receipt and Delivery Point(s) as any other FTS Shipper; and 2) upon mutual agreement of the Releasing Shipper and the Replacement Shipper, the Service Agreement will be terminated by FEP.

(c) **Marketing of Released Capacity:** FEP shall have no obligation to market any capacity available to be released by Releasing Shipper; however, FEP may agree to market capacity for Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service ("Marketing Fee").

(d) **Billing:** For any releases of capacity (primary, secondary, or subsequent), FEP shall directly bill the Replacement Shipper the negotiated rate for the released capacity, as well as any applicable usage charges and penalties which may be assessed on such transaction. The Replacement Shipper shall pay such amounts directly to FEP in accordance with the requirements of the Rate Schedule FTS and FEP shall apply such amounts first to the reservation charge(s) due for transportation service and then to any reservation surcharges(s) (if applicable), including late charges related solely to such reservation charge(s), then to any penalty due, then to commodity charges, and finally to late charges not related to any reservation charge(s) due. The Releasing Shipper will be billed for and shall pay to FEP any negotiated Marketing Fee plus the difference between the FEP's applicable rates under the Releasing Shipper's Service Agreement and the negotiated rates billed to the Replacement Shipper, subject to Section 14.8(f). In the event that the Replacement Shipper's as-billed rate exceeds the Releasing Shipper's applicable rate, the difference shall, at the Releasing Shipper's discretion, either be credited by FEP to the Releasing Shipper's account with FEP, or be refunded. Any amounts credited shall be limited to reservation charge revenues received from the Replacement Shipper pursuant to the Replacement Shipper's Service Agreement with FEP. If a refund is elected by the Releasing Shipper, FEP shall make such refund by wire transfer within ten days of its receipt of final payment from the Replacement Shipper, together with interest computed at the maximum allowable interest rate permitted under the Commission's Regulations.

(e) **Termination for Non-payment:** Should Replacement Shipper not make full payment of all amounts billed to it by FEP within ten (10) days of the date of any invoice, FEP shall notify the Replacement Shipper in writing, with a courtesy copy to Releasing Shipper, advising that if default continues for a thirty day period from such invoice date, the Service Agreement may be terminated; provided however, Replacement Shipper may avoid termination by providing FEP with good and sufficient indemnity bond. If Replacement Shipper fails to cure or remedy non-payment within such thirty (30) day period, the Service Agreement between FEP and the Replacement Shipper may be terminated at the discretion of FEP or Releasing Shipper, and Releasing Shipper shall immediately be able to again release such capacity under these procedures.

14.8 GENERAL TERMS AND CONDITIONS

(a) All released capacity will have priority over FEP's interruptible service;

(b) **Secondary Points:** Secondary Receipt Points and Secondary Delivery Points may be utilized by a Replacement Shipper, subject to available capacity;

(c) **Rates:** Releasing Shipper cannot release capacity for an effective price less than FEP's minimum rates nor more than FEP's just and reasonable maximum rates, as set forth in FEP's current FERC Gas Tariff. The maximum rate that may be charged for capacity released is the

maximum firm rate which may be charged by FEP for such transportation, plus Fuel Gas, Lost and Unaccounted For Gas, Booster Compression Fuel, and all applicable surcharges. If the Releasing Shipper is paying a Negotiated Rate pursuant to Section 30 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the higher of such rate or the applicable Recourse Rate. Except that no maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.

Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer: (1) non-index-based release - dollars and cents; (2) non-index-based release - percentage of maximum rate; or (3) index-based formula as detailed in the capacity release offer.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. Maximum and minimum rates specified by the Releasing Shipper must include the Reservation Charge and all reservation surcharges.

(d) Secondary/Subsequent Releases: Replacement Shipper, and any third parties receiving capacity rights from any Replacement Shipper, will be authorized or permitted to release the capacity to other third parties only under the same set of conditions described herein, i.e., any Replacement Shipper will be considered the Releasing Shipper for purposes of subsequent assignments of capacity, and any third party receiving such capacity in such transactions will be considered the Replacement Shipper.

(e) Creditworthiness: Qualification for participation in the capacity release program - Any potential Replacement Shipper that wishes to acquire released capacity under the capacity release program must satisfy the creditworthiness requirements contained in Section 12 of the General Terms and Conditions of this Tariff by pre-qualifying prior to submitting a bid for capacity. Upon pre-qualification, FEP shall continue to review potential Replacement Shipper's financial records and other sources of public information for creditworthiness. FEP shall have the right to amend a potential Replacement Shipper's line of credit from time to time and thereby lower or increase the quantity and term for which potential Replacement Shipper is qualified to submit future bids for released capacity. A potential Replacement Shipper cannot bid for released capacity which exceeds its qualified level of creditworthiness. Notwithstanding the determination of creditworthiness, FEP does not guarantee the payment of any outstanding amounts by a Replacement Shipper.

(f) Shipper Liability: In the event capacity is temporarily released hereunder, liability for payment of reservation charges and any surcharges applicable to the reservation charge will remain with the Releasing Shipper. If the Releasing Shipper permanently releases capacity hereunder, FEP will relieve said Releasing Shipper from its obligations under its Service Agreement, if (1) the release is at or above the rates provided for under (and for the remaining term of) Releasing Shipper's Service Agreement or, (2) the release is at less than rates provided for in Releasing Shipper's Service Agreement and the Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the Releasing Shipper's contract rate and the bid rate

for the full term of the capacity release, and, when the Releasing Shipper's contract is at maximum tariff rates, the Replacement Shipper and FEP reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. The Replacement Shipper and any of its subsequent assignees shall be responsible for any amounts billed to them under Section 14.8(e) of this Tariff, but shall not be responsible for any other amounts billed to the Releasing Shipper.

(g) FEP's Right to Terminate a Temporary Capacity Release: FEP may elect to terminate a Replacement Shipper's Service Agreement, upon fourteen (14) days written notice to the Replacement Shipper, under the following conditions:

(1) The Releasing Shipper has failed to maintain creditworthiness in accordance with Section 12 of the General Terms and Conditions of this Tariff;

(2) FEP has terminated the Releasing Shipper's Service Agreement in accordance with Sections 12 of the General Terms and Conditions of this Tariff; and

(3) The rate stated in the effective Replacement Shipper's Service Agreement is less than the Releasing Shipper's contract rate.

The Replacement Shipper may avoid termination of the temporary capacity release if, prior to the end of the fourteen (14) day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the fourteen (14) day notice period, it will pay the lower of (1) the former Releasing Shipper's contract rate, or (2) the maximum applicable reservation and commodity rates as stated in this Tariff for the applicable service for the remainder of the Replacement Shipper's contract term.

(h) Term Limitation: The term of any agreement providing for the release of capacity cannot extend beyond the term of the underlying Service Agreement. Released capacity may be allocated with a future effective date.

(i) Refunds: Releasing Shipper and any Replacement Shipper must track any changes in FEP's rates approved by the Commission. In the event the Commission orders refunds of any such rates charged by FEP and previously approved, FEP and/or Releasing Shipper, as the case may be, must make corresponding refunds to such Releasing Shipper or any Replacement Shipper, to the extent that Releasing Shipper or Replacement Shipper(s) has paid a rate in excess of FEP's just and reasonable, applicable maximum rates, unless otherwise specified by the terms of the release.

(1) Refunds Due Under Releases Greater Than One Year. If FEP is obligated to refund any amounts attributable to reservation charges for capacity which has been released, FEP shall make the applicable refund to the Replacement Shipper to the extent that FEP has actually received reservation charge amounts from the Replacement Shipper in excess of the amounts assessable under the revised maximum reservation charge rates (which amounts are credited to the account of the Releasing Shipper under this Subsection). Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, FEP shall make a

corresponding adjustment to the capacity release credit provided to the Releasing Shipper, and may reduce the capacity release credit in a lower refund or adjusted billings to the Releasing Shipper. Any other applicable reservation charge refund shall go to the Releasing Shipper. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(2) Refunds Due Under Releases One (1) Year or Less. If FEP is obligated to refund any amounts attributable to reservation charges for capacity which has been released above the maximum rate for one year or less, FEP shall make the applicable refund to the Releasing Shipper notwithstanding the amount that FEP has actually received from the Replacement Shipper (which amounts are credited to the account of the Releasing Shipper under this Subsection). FEP shall reflect the same credit from the Replacement Shipper but shall adjust its billing to the Releasing Shipper to reflect the revised maximum reservation rates. Except as may otherwise be provided pursuant to Section 30.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(j) Conditions: Releasing Shipper and any Replacement Shipper are authorized to impose reasonable, nondiscriminatory conditions upon the release of their capacity on FEP's System. Such conditions must not be inconsistent with FEP's FERC Gas Tariff and the Service Agreement between the Releasing Shipper and FEP or Replacement Shipper and FEP.

(k) Rollover Limitations: A Releasing Shipper may re-release to the same Replacement Shipper for a term of thirty-one (31) days or less if either: (1) a period of twenty-eight (28) days has elapsed after the first release for thirty-one (31) days or less has expired or (2) an offer to release capacity has been posted, and capacity has been allocated to the shipper submitting the best bid. The twenty-eight (28) day hiatus does not apply to releases to an asset manager or marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8. An agreement for capacity to be released for a term of thirty-one (31) days or less shall not contain an evergreen provision and may not be rolled over for any additional time period.

(l) Capacity Release Timeline: The capacity release timeline as described herein is applicable to all parties involved in the capacity release process provided that: (1) 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; (2) for index-based capacity release, the Releasing Shipper has provided FEP with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and (3) there are no special terms or conditions of the release. Further, FEP 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 FEP).

(m) Service for the Replacement Shipper under FEP's capacity release program shall be in accordance with the terms and conditions of the applicable Rate Schedule of FEP's FERC Gas Tariff and Replacement Shipper's Service Agreement.

(n) A Replacement Shipper may submit changes to its primary Point(s) consistent with its Service Agreement, its contract demand, the terms of the offer by the Releasing

Shipper and subject to available capacity. If a Replacement Shipper has contracted for a temporary capacity release, and the Releasing Shipper has limited the movement of the primary Point(s), then the Replacement Shipper must submit dual requests for changes: one for the Point change that it is requesting and a second where the primary Point(s) of the Releasing Shipper are requested at the end of the temporary capacity release.

14.9 Request to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on FEP's Informational Postings website located at <https://fepttransfer.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on FEP's Informational Postings website. Such offer to purchase released capacity shall be posted on FEP's website for 30 Days.

29. COMPLIANCE WITH 18 C.F.R., SECTION 284.12

29.1 FEP has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, 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.

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, FEP may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that FEP includes appropriate citations in the submission.

FEP has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, that are protected by NAESB's copyright. With respect to each reproduced standard, FEP incorporates the following: © 1996 – 2020 NAESB, all rights reserved.

(1) Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>General Terms and Conditions Tariff Record</u>	<u>Tariff Record Provision</u>
0.3.3	12. Evaluation of Credit	12.2(a)(2)(i)
0.3.4	12. Evaluation of Credit	12.2(a)(2)(ii)
0.3.5	12. Evaluation of Credit	12.2(a)(2)(iii)
0.3.6	12. Evaluation of Credit	12.2(a)(2)(iv)
0.3.7	12. Evaluation of Credit	12.1(a)(5)
0.3.8	12. Evaluation of Credit	12.2(c)
0.3.9	12. Evaluation of Credit	12.2(c)
0.3.10	12. Evaluation of Credit	12.1(a)(5)
1.2.4	6. Nomination: Reporting,Balancing & Segmentation	6.5(a)
1.2.12	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)(3)
1.3.1	1. Definitions	1
1.3.2 (i-vi)	6. Nomination: Reporting,Balancing & Segmentation	6.2(a-f)
1.3.3	6. Nomination: Reporting,Balancing & Segmentation	6.6
1.3.5	6. Nomination: Reporting,Balancing & Segmentation	6.1(b)
1.3.7	6. Nomination: Reporting,Balancing & Segmentation	6.1(a)
1.3.8	6. Nomination: Reporting,Balancing & Segmentation	6.5(b)
1.3.11	6. Nomination: Reporting,Balancing & Segmentation	6.5(h)
1.3.14	6. Nomination: Reporting,Balancing & Segmentation	6.1(e)

1.3.19	6. Nomination: Reporting,Balancing & Segmentation	6.7
1.3.21	6. Nomination: Reporting,Balancing & Segmentation	6.1(c)
1.3.22	6. Nomination: Reporting,Balancing & Segmentation	6.4(c)
1.3.23	6. Nomination: Reporting,Balancing & Segmentation	6.10
1.3.32	6. Nomination: Reporting,Balancing & Segmentation	6.5(d)
2.2.1	1. Definitions	1
2.3.3	7. Determination of Daily Receipts	7.2
2.3.5	7. Determination of Daily Receipts and	
	8. Determination of Deliveries	7.2, 8.1
2.3.6	8. Determination of Deliveries	8.1
2.3.10	1. Definitions	1
2.3.14	17. Measurement	17.11
2.3.16	8. Determination of Deliveries	8.1
2.3.26	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
2.3.28	11. Statements, Billing, Payment and Discounting Policy	11.3
3.2.1	1. Definitions	1
3.3.9	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.14	11. Statements, Billing, Payment and Discounting Policy	11.1
3.3.15	11. Statements, Billing, Payment and Discounting Policy	11.5(a)
3.3.17	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.18	11. Statements, Billing, Payment and Discounting Policy	11.4
3.3.19	11. Statements, Billing, Payment and Discounting Policy	11.4
4.3.89	13. Interactive Website	13.1(a)(1)
4.3.90	13. Interactive Website	13.1(a)(2)
4.3.91	13. Interactive Website	13.1(a)(3)
4.3.92	13. Interactive Website	13.1(a)(3)
5.2.4	14. Capacity Release by Firm Shippers	14
5.2.5	14. Capacity Release by Firm Shippers	14
5.3.1	14. Capacity Release by Firm Shippers	14.8(l)
5.3.2	14. Capacity Release by Firm Shippers	14.4, 14.6(a)
5.3.3	14. Capacity Release by Firm Shippers	14.2
5.3.13	14. Capacity Release by Firm Shippers	14.5(b)(3)
5.3.14	14. Capacity Release by Firm Shippers	14.3(e)
5.3.26	14. Capacity Release by Firm Shippers	14.8(c)
5.3.62(a)	14. Capacity Release by Firm Shippers	14.3(a)

(2) Standards Incorporated by Reference:

(a) ADDITIONAL STANDARDS

General:

Definition: 0.2.5

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

Gas/Electric Operation Communications:

Definitions: 0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards: 0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets: 0.4.2, 0.4.3

Location Data Download:

Standards: 0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset: 0.4.4

Storage Information:

Dataset: 0.4.1

(b) NOMINATIONS, CONFIRMATIONS AND SCHEDULING

Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards: 1.3.4, 1.3.6, 1.3.9, 1.3.13, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets: 1.4.1, 1.4.2, 1.4.3 1.4.4, 1.4.5, 1.4.6, 1.4.7

(c) FLOWING GAS

Definitions: 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards: 2.3.1, 2.3.2, 2.3.4, 2.3.7, 2.3.8, 2.3.9, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets: 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

(d) INVOICING

Definitions:

Standards: 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Data Sets: 3.4.1, 3.4.2, 3.4.3, 3.4.4

(e) ELECTRONIC DELIVERY MECHANISMS

Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards: 4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.109, 4.3.110

(f) CAPACITY RELEASE

Definitions: 5.2.1, 5.2.2, 5.2.3Standards: 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73Data Sets: 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

(g) INTERNET ELECTRONIC TRANSPORT RELATED STANDARDS

Definitions: 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39Standards: 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

(h) STANDARDS FOR WHICH WAIVER OR EXTENSION OF TIME TO COMPLY HAVE BEEN GRANTED

NAESB Standard
NoneWaiver or Extension of Time
None

29.2 (a) FEP shall utilize the standardized datasets provided by the standards incorporated by reference in 18 C.F.R. Section 284.12. FEP's implementation guide for the standardized data sets specifies FEP's intended use, if any, of the data elements that are coded as "business conditional" (BC) and "mutually agreeable" (MA) for purposes of EDI. The implementation guide may be obtained by contacting the Website-Help Line (1-281-714-2255) and asking for the EDI coordinator. If requested by a Shipper, FEP will, within sixty (60) days begin exchanging such data sets with the requesting Shipper.

(b) FEP shall utilize the North America Energy Gas Industry Standards Board Trading Partner Agreement (Version 1.9, Standard 6.3.3).

29.3 FEP's Informational Postings Website required by Standard 4.3.23 is accessible via the Internet at the following address: <https://feptansfer.energytransfer.com>

35. ANNUAL CHARGE ADJUSTMENT (ACA) SURCHARGE

35.1 PURPOSE

This section of the General Terms and Conditions is filed pursuant to Section 154.402 and Subpart B of Part 382 of the Commission's Regulations under the Natural Gas Act (NGA) and the Natural Gas Policy Act of 1978. The intent and purpose of this section is to establish an Annual Charges Adjustment (ACA) provision under which FEP can recover from its customers annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations. All amounts assessed pursuant to Part 382 of the Commission's Regulations shall be recorded in Account 928. FEP will not seek to recover annual charges assessed to it pursuant to Part 382 of the Commission's Regulations in an NGA Section 4 rate case. For the purpose of recovering annual charges assessed to FEP pursuant to Part 382 of the Commission's Regulations, this section establishes an ACA unit charge as set forth herein.

35.2 APPLICABILITY

The ACA unit charge shall be applicable to all transportation transactions performed by FEP.

35.3 ACA UNIT CHARGE

The ACA unit charge, as revised annually and posted on the Commission's website located at <http://www.ferc.gov>, is incorporated by reference in FEP's Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission's website under "Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." The ACA unit charge shall be applied to the commodity component of rates.

35.4 EFFECTIVE DATE OF CHARGES

The ACA unit charge is restated to be effective each October 1 on the first day of the Commission's fiscal year.