



FAYETTEVILLE EXPRESS PIPELINE LLC

November 12, 2021

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. RP22-_____
Compliance with Order No. 587-Z, NAESB Version 3.2

Dear Ms. Bose:

Fayetteville Express Pipeline LLC (FEP) submits herewith for filing with the Federal Energy Regulatory Commission (Commission) the following revised tariff records to its FERC NGA Gas Tariff, First Revised Volume No. 1, proposed to become effective on June 1, 2022.

<u>Version</u>	<u>Description</u>	<u>Title</u>
3.0.0	6.	Nomination; Reporting, Balancing and Segmentation
6.0.0	29.	Compliance with 18 C.F.R., Section 284.12

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to comply with Order No. 587-Z, Final Rule issued on July 15, 2021 in Docket No. RM96-1-042, 176 FERC ¶ 61,015 (2021). The Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) promulgated new and revised standards which were adopted by the Commission and incorporated by reference in the Commission's Regulations. The revised tariff sections included herewith reflect the NAESB standards in Version 3.2. The Version 3.2 business practice standards replace all of the earlier versions of the business practice standards that were previously incorporated by reference in the Commission's regulations.

FEP proposes to modify GT&C Section 29 Compliance with 18 C.F.R., Section 284.12 to reflect all of the NAESB Version 3.2 gas standards and datasets incorporated by reference in accordance with the recommended format set forth in the Final Rule. Additionally, for those NAESB Version 3.2 standards not incorporated by reference, FEP proposes to modify GT&C Section 6 Nomination; Reporting, Balancing and Segmentation to reflect the language revision in Standard 1.3.14 which removes references to gigacalories as the standard quantity for nominations, confirmations and scheduling in Mexico.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the proposed tariff records be accepted effective June 1, 2022, the implementation date of the NAESB Version 3.2 standards in accordance with Order No. 587-Z.

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 is being submitted as part of an XML filing package containing the following:

- This transmittal letter that includes a Statement of Nature, Reasons and Basis
- A clean version of the proposed tariff records in PDF format
- 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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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.

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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 electronically served on jurisdictional customers and interested state regulatory commissions. FEP has posted this filing on its Internet website accessible via <http://fepttransfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2005(a) 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

6. NOMINATION/REPORTING, BALANCING AND SEGMENTATION

6.1 GENERAL

(a) Whenever Shipper desires service, Shipper shall furnish to FEP a separate nomination for each nominated Point under each Agreement with a beginning and end date for flow which can be for any duration within the term of the applicable Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nomination(s). All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(b) All nominations should include Shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several Days, Months, or Years, provided the nomination begin and end dates are within the term of Shipper's contract. All nominations should be based on a Daily quantity and all quantities shall be expressed in Dth per Day and shall be stated for each Point.

(c) If an upstream or downstream party requires additional information, if the quantities transported are subject to a discounted rate, or if additional information is otherwise required by FEP, then, upon notification by FEP, Shipper must include in each nomination such additional information as is specified by FEP. Nominations must be submitted to FEP through FEP's Interactive Website, or such other electronic means as are mutually agreed upon by FEP and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this Section 6.

(d) Nominations may include payback quantities as provided in Rate Schedules PALS.

(e) The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the

joule specified in the SI system of units.¹

6.2 STANDARD NOMINATION CYCLES

FEP supports the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(a) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Shipper;
- 1:15 p.m. Nominations are received by FEP (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. FEP sends the Quick Response to the Shipper;
- 4:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 5:00 p.m. Shipper and Point Operator receive scheduled quantities from FEP.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by FEP (including from TTTSPs);
- 6:30 p.m. FEP sends the Quick Response to the Shipper;
- 8:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 9:00 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(c) The Intraday 1 Nomination Cycle

On the current Gas Day:

¹ The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm.

- 10:00 a.m. Nominations leave control of the Shipper;
- 10:15 a.m. Nominations are received by FEP (including from TTTSPs);
- 10:30 a.m. FEP sends the Quick Response to the Shipper;
- 12:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 1:00 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Shipper;
- 2:45 p.m. Nominations are received by FEP (including from TTTSPs);
- 3:00 p.m. FEP sends the Quick Response to the Shipper;
- 5:00 p.m. FEP receives completed confirmations from Confirming Parties;
- 5:30 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by FEP (including from TTTSPs);
- 7:30 p.m. FEP sends the Quick Response to the Shipper;
- 9:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 10:00 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(g) The rights of a Releasing Shipper to recall capacity within any nomination cycle shall be governed by Section 14.3(f) of these General Terms and Conditions.

(h) A Shipper which has been awarded firm capacity in a capacity release may submit a nomination using such capacity at the next available opportunity for nominations under this Section 6.2 which occurs on or after the time capacity is awarded, including an intraday nomination in either the Intraday 1, the Intraday 2 Nomination Cycle, or the Intraday 3 Nomination Cycle and which is consistent with Sections 14.4 and 14.6(a) of these General Terms and Conditions.

6.3 REQUIRED NOMINATION CHANGES

If estimated Daily flows under a particular Agreement differ from the confirmed nominations, or if an imbalance has occurred due to some other reason, then prospective nomination change(s) (either receipt or delivery adjustments) may be required to bring the quantities into balance. When a Shipper receives notification of a required change in the nomination, the Shipper shall be responsible for informing upstream and downstream parties of the prospective change and providing FEP with a nomination as required in accordance with Section 6.2 hereof.

6.4 CONFIRMATION BY FEP

(a) Nominations made in accordance with Sections 6.2, 6.3, and 6.5 hereof shall not become effective until FEP has confirmed the nominated receipts and deliveries with upstream and downstream parties, subject to other provisions of this Section 6. Shipper shall designate the appropriate person(s) who has the authority to resolve allocation issues, if requested by FEP and, if requested by FEP, the appropriate person(s) to confirm nominations. Confirmations must be submitted to FEP through its Interactive Website, or such other electronic means as are mutually agreed upon by FEP and Shipper.

(b) Subject to Section 6.2 and the other provisions of this Tariff, FEP shall provide Shippers and point operators via its Interactive Website, or by EDI, the quantities that have been scheduled to flow for that Shipper and point operator on the next Day.

(c) Unless otherwise provided in an Operational Flow Order, default confirmation procedures are as follows:

(1) With respect to the timely nomination/ confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day will be the new confirmed quantity.

(2) With respect to the processing of requests for increases during the

intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity will be the new confirmed quantity.

(3) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity will be the new confirmed quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

(4) With respect to NAESB SGQ Standard No. 1.3.22 i, ii, and iii, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, FEP will provide the Shipper with the following information to explain why the nomination failed, as applicable;

- (i) FEP did not conduct the confirmation;
- (ii) the Shipper is told by FEP that the upstream confirming party did not conduct the confirmation;
- (iii) the Shipper is told by FEP that the upstream Shipper did not have the Gas or submit the nomination;
- (iv) the Shipper is told by FEP that the downstream confirming party did not conduct the confirmation;
- (v) the Shipper is told by FEP that the downstream Shipper did not have the market or submit the nomination.

This information should be imparted to the Shipper on the Scheduled Quantity document.

6.5 INTRADAY NOMINATIONS

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

(b) FEP allows intraday nominations and supports the nomination cycles set forth at Section 6.2 during non-Critical Times. During Critical Times, valid intraday nominations

may be submitted at any time.

(c) FEP will provide notification of bumped quantities through the Scheduled Quantity document, as posted on FEP's Interactive Website, and telephone or telefax consistent with Sections 13 and 22 of the General Terms and Conditions of this Tariff and through Electronic Notice Delivery consistent with NAESB Standards as adopted in Section 29 of these General Terms and Conditions. Except during a Critical Time, FEP will waive any daily penalties applicable to bumped quantities on the day of the bump. FEP will also waive penalties if it fails to provide appropriate notice of the bump.

(d) For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

(e) Revised predetermined allocations are to be submitted consistent with Section 7 of these General Terms and Conditions.

(f) Unless FEP agrees to the contrary, the revised nomination under an intraday Nomination may be limited by Section 6.4(c). FEP and the interconnecting party will agree on the hourly flows of the intraday Nomination.

(g) An intraday nomination is only effective for a single Day. There is no need to re-nominate if the intraday nomination is intended to modify the existing nomination. The Shipper should submit a new timely nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next Gas Day.

(h) Intraday nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled Gas.

6.6 END-OF-GAS-DAY SCHEDULED QUANTITY DOCUMENT

At the end of each Gas Day, FEP will provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, FEP will send an End of Gas Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A receiver of either of these documents can waive FEP's requirement to send such documents.

6.7 OVERRUN QUANTITIES

Shippers submitting nominations via Interactive Website or EDI for transportation of overrun quantities (quantities in excess of the Contract and/or Point MDQ) may either include such overrun quantities in their nominations for quantities within Contract and Point MDQ, or may submit separate nominations for such overrun quantities. If the Shipper elects to submit a separate nomination, the Shipper should mark that nomination as being for overrun quantities.

6.8 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, and an entity which controls a point of interconnection with FEP may delegate to any third party responsibility for administering agreements regarding allocation of Gas quantities at the point and/or for administering any point operator agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) Business Days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that FEP may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

(c) FEP may rely on communications from the designated representative of a Shipper or interconnecting entity for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 6.8(b). Communications by FEP to such designated representative shall be deemed notice to Shipper or the interconnecting entity except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 6.8(b).

(d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers and/or interconnecting entities. However, such representative shall separately administer and account for each such Agreement.

6.9 POOLING NOMINATIONS

(a) Whenever Gas is purchased at a Receipt Point on FEP's System by an entity that is not going to nominate that Gas for receipt by FEP under a transportation Agreement, that entity must submit a pooling nomination to FEP through its Interactive Website (or EDI), identifying the quantities (in Dth) and the entities from whom the Gas is being bought and the entities to whom the Gas is being sold. Such pooling nominations are needed in order to be able to confirm the nominated receipts at that point and thus such pooling nominations are due by the deadlines applicable to Shipper nominations, subject to Section 6.2.

(b) A third party may provide title tracking services on FEP's System as follows:

(1) The entity seeking to provide such a service (Third Party Account Administrator) shall so notify FEP in writing, in which event FEP shall establish an identification number for nominations involving the Third Party Account Administrator.

(2) Pooling nominations consistent with this Section 6.9 must be made

by the Shipper tendering Gas for delivery to the Third Party Account Administrator, where subsequent title to such Gas is to be tracked by the Third Party Account Administrator; and

(3) The Third Party Account Administrator shall maintain records of any title transfers after delivery of Gas to it and shall submit a nomination consistent with this Section 6.9 for delivery of Gas to the last party in the chain of title, which party shall also submit a nomination for receipt of the Gas consistent with this Section 6.9.

6.10 NOMINATION PRIORITIES

As part of the nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination must identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination must identify which delivery should be cut in the event Gas is not or cannot be received as nominated (i.e., ranking). Ranking is to be included in the list of data elements. FEP is to use Shipper provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

6.11 OPERATIONAL BALANCING

(a) FEP will enter into Operational Balancing Agreements (OBAs), as defined in the General Terms and Conditions of this Tariff at Receipt Points and/or Delivery Points, as applicable, in order to deal with imbalances as set forth below.

(b) Delivery Points. FEP agrees that it will negotiate with each entity that operates facilities interconnecting with FEP at Delivery Points that are interstate or intrastate pipeline interconnects (Balance Operator), in a good faith effort to reach an agreement to deal with imbalances at such Delivery Point(s). In addition, FEP will enter into OBAs with entities other than interstate and intrastate pipelines, provided that such OBAs are operationally feasible and are subject to FEP's Tariff, including credit requirements.

(c) Receipt Points. FEP agrees that it will negotiate with each entity that controls supplies entering FEP's system at interconnection points and/or Receipt Point(s) (Balance Operator) in a good faith effort to reach an agreement to deal with imbalances at such Receipt Point(s). A Balance Operator entering into an OBA at Receipt Points upstream of the suction side of FEP's Bald Knob, Arkansas Compressor Station may include all such Receipt Points under a single OBA and net imbalances at each such Receipt Point together to obtain the Balance Operator's aggregate imbalance.

(d) FEP may rely on Predetermined Allocation Agreement(s) under Sections 7 and 8 of these General Terms and Conditions, at Receipt and/or Delivery Point(s), as applicable, which Agreement shall be subject to same terms and conditions as set forth in subsection (e) parts (1) through (4) herein.

(e) An OBA Agreement shall be subject to the following conditions:

(1) Such agreement must set out a mutually agreeable procedure for dealing at the Delivery and/or Receipt Point(s), as between FEP and Balance Operator, with any difference between confirmed nominations and actual physical Gas flow caused by operational conditions; such an agreement may include imbalances charges and penalties, and/or limitations on the volume of imbalance which may be accommodated, but FEP is not obligated to agree to include any provisions for cash out of imbalances;

(2) Quantities nominated by Shipper are confirmed on a reliable basis by the Balance Operator.

(3) The Balance Operator must meet the same creditworthiness standards as Shipper(s) for whom it is operating on behalf of;

(4) FEP and Balance Operator must not have previously entered into such agreement which was terminated because of Balance Operator's failure to perform. Nothing herein is intended to restrict FEP's right to terminate in accordance with its terms any agreement entered into hereunder, including without limitation the right to terminate for Balance Operator's failure to perform consistent with its obligations under the agreement.

6.12 POOLING POINTS

(a) One Pooling Point has been designated for FEP's System. This Point is not a physical Point on the FEP System, but is a paper Point for purposes of Receipt Points on the Supply Leg that are used for aggregation and nomination purposes and to provide pooling services, consistent with this Section 6.12.

(b) Gas may be received from or delivered to a Pooling Point under either an FTS Agreement, ITS Agreement, or PALS Agreement. Shippers may also deliver Gas to a Pooling Point under a pooling nomination. Gas may be delivered to the Hub Point from the Pooling Point under an FTS Agreement or ITS Agreement.

(c) Shippers may nominate Gas quantities from a Receipt Point(s) on the Supply Leg for delivery to the Pooling Point in order to aggregate supplies as long as such Gas quantities are nominated for simultaneous receipt and further delivery on FEP under either an FTS or ITS Agreement.

(d) The Pooling Point may not be specified as a primary Receipt or Delivery Point; except when Shipper elects to segment its firm contract at the Pooling Point, in which case the Pooling Point will serve as the primary delivery point on the upstream segment and the Pooling Point will serve as the primary receipt point on the downstream segment for purposes of applying scheduling priorities.

(e) Nominations to and from the Pooling Point will be subject to the same nomination and confirmation procedures as all other receipts and deliveries. No imbalances will be

permitted at the Pooling Point but Gas may be parked or loaned at the Pooling Point, subject to the provisions of Rate Schedule PALS.

(f) For scheduling and curtailment purposes, the priority of service for transportation to or from a Pooling Point is based on the transportation Agreement nominating Gas away from the Pooling Point. Gas shall not be confirmed at the Pooling Point to the extent capacity constraints exist which affect any such receipts or deliveries, applying the priorities set out above.

(g) Charges to and from FEP's Pooling Point. There are no transportation commodity charges or Fuel Gas, Booster Compression Fuel or Lost and Unaccounted for Gas charges applicable to transportation of Gas to a Pooling Point for aggregation service to the Pooling Point. If Gas is moved from a Pooling Point to a Delivery Point, Shipper will pay all applicable reservation, commodity and Fuel Gas, Booster Compression Fuel and Lost and Unaccounted for Gas charges.

(h) An FTS Agreement may be segmented at any point, including the Pooling Point. For purposes of segmentation, the Pooling Point shall be deemed to be located at the interconnect between FEP and Natural (NGPL Interconnect) located in White County Arkansas.

(i) Gas may be bought and sold at a Pooling Point subject to the provisions of this Section 6.12.

6.13 SEGMENTATION

(a) A Shipper may segment its firm capacity to the extent operationally feasible through the nomination process; provided, however, that segmentation involving Pooling Points is subject to Section 6.12. In addition, any Shipper may segment its firm capacity by releasing one or more segments of that capacity (the Releasing Shipper may retain one or more segments of its capacity), to the extent operationally feasible, by following the procedures set out in Section 14 of these General Terms and Conditions. In the case of segmentation through release, the Releasing Shipper may segment by nomination any portion of the capacity it retains to the extent operationally feasible and the Replacement Shipper may segment by nomination any portion of the capacity it obtains in the release to the extent operationally feasible.

(b) For the purposes of this Section 6.13 and subject to the other provisions hereof, whether segmentation is through nomination or results from the release of firm capacity on a segmented basis, the primary path under an Agreement may be segmented, and segmentation may extend outside the primary path to the extent consistent with this Sections 6.13, and such segmentation shall be deemed operationally feasible unless:

(1) the segmentation would result in an increase in firm contractual obligation by FEP on any segment or portion of its System (through an overlap of segments); or

(2) the segmentation would result in a forward-haul in a direction opposite to the primary path of the Agreement being segmented (backhauls are addressed in (d)

below).

(c) In the event a firm capacity path is segmented under this Section 6.13, each segment shall have access to all secondary points within Shipper's primary path. Any Point which is outside the primary path for the segment shall be treated as out-of-path secondary in relation to nominations for that segment. In the case of a segmented release, if nominations result in an overlapping path, through nomination at out-of-path secondary points, overrun charges for quantities in excess of the Contract MDQ under the original Agreement in the area of overlap shall be applied as follows:

(1) (i) if a Shipper is nominating or flowing within the primary path under its segment, overrun shall not apply to that segment so long as such Shipper is within its Contract MDQ on that segment and any overrun shall be assigned to the segment on which Shipper is nominating and flowing outside its path; (ii) if a Shipper is nominating or flowing in excess of its Contract MDQ on a segment under the segmented release, the Shipper shall be assessed overrun charges based on the quantities in excess of its Contract MDQ; and (iii) where the Shipper on each segment is within its Contract MDQ, but is nominating on a secondary out-of-path basis so as to create an overlap in nominated paths, and aggregate nomination by the Releasing and Replacement Shipper in the area of overlap are in excess of the original contract Contract MDQ, then except as provided in (i) and (ii), overrun charges will be assessed to the Releasing Shipper unless the release specifies that such overrun charges are to be assessed to the Replacement Shipper.

(d) The direction of flow for path segments must be the same direction of flow as for the original path unless FEP agrees otherwise or unless such a change in direction of flow is consistent with the Agreement. A Shipper may segment a backhaul if such backhaul can be nominated and scheduled on any Day on FEP's System. However, if a Shipper desires assurance that it may segment a backhaul transaction for a longer period of time (beyond the current Gas Day), such Shipper's segmentation shall be subject to review by FEP on a case-by-case basis as to whether a backhaul on each resulting segment is operationally feasible. The Shipper (or Replacement Shipper in the case of a release) may nominate service at Receipt and Delivery Points for the path segment that results in a reverse flow from the original path; however, such a nomination will be treated as being secondary outside of the path. Subject to the availability of Point capacity and to ordinary nomination procedures, deliveries may be made at the same Point for a forward haul on the upstream segment and a backhaul of the downstream segment and such nominations will not create a Point overrun so long as nominations in either direction do not exceed the Contract MDQ and/or Point MDQ. The forward haul will have priority at the Point if the Point capacity is not adequate. At the point of segmentation, deliveries may be nominated on the upstream segment up to Contract MDQ and receipts may be nominated on the downstream segment up to Contract MDQ, subject to constraints on Point capacity and ordinary scheduling procedures and priorities.

(e) (1) Subject to the remainder of this subsection 6.13(e), the Releasing and Replacement Shipper involved in a segmented release may each choose primary Receipt Points and primary Delivery Points equal to their respective Contract MDQs after the release; provided, however, that the resulting segments may not overlap in a way that exceeds the Contract MDQ of

the original contract on a segment. If the points chosen are within the path of the original Agreement and do not involve changing a primary Point thereunder, the Point designations shall be accepted, subject only to the availability of firm capacity at those Points and agreement on the rate applicable at the new primary Points. If one or more Points are outside the path of the original Agreement, then FEP's generally applicable Point change procedures in Section 2.1(d) of these General Terms and Conditions and the provisions of subsection 6.13(e)(2) shall apply. Any primary Point established under this subsection 6.13(e) which was not a primary Point under the original Agreement and is not reflected in a Point change which affects the original Agreement, will have the same priority and rights as any other primary Point, but shall be a primary Point only until the term of the release ends or until that primary Point is changed by Shipper pursuant to the provisions of this Tariff, as applicable. Such an additional primary Point may not be designated if a Shipper is releasing to itself. If firm capacity is not available at the Point or to the Point, the Shipper may designate such Points (not overlapping with other segments) in defining a segment, but the Points shall have secondary Point priority (either in-path or out-of-path, as applicable).

(2) A Shipper, a Replacement Shipper or a Sub-replacement Shipper may change the primary Receipt or Delivery Point(s) listed in the Agreement to new primary Point(s) subject to the point change provisions of Section 2.1(d) of these General Terms and Conditions, if the Shipper (or in the case of a release, the Original Shipper) and FEP agree to amend the Agreement, or in the case of a release the original Agreement, to change the primary Receipt and Delivery Point(s) accordingly; provided, however, that the consent of the Original Shipper shall not be required in the case of a permanent release by that Original Shipper of its firm capacity. FEP shall not be obligated to reserve firm capacity to reinstate the former primary Point(s) upon expiration of the segmentation or the capacity release.

(3) Where a Replacement Shipper selects a primary Point which is outside the primary path under the Releasing Shipper's contract (and thus creates a new primary path at least partially outside the original primary path), any recall by the Releasing Shipper will be of capacity which contains the changed primary Points, not the Releasing Shipper's original primary Points.

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: <http://feptansfer.energytransfer.com>

MARKED VERSION

6. NOMINATION/REPORTING, BALANCING AND SEGMENTATION

6.1 GENERAL

(a) Whenever Shipper desires service, Shipper shall furnish to FEP a separate nomination for each nominated Point under each Agreement with a beginning and end date for flow which can be for any duration within the term of the applicable Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nomination(s). All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(b) All nominations should include Shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several Days, Months, or Years, provided the nomination begin and end dates are within the term of Shipper's contract. All nominations should be based on a Daily quantity and all quantities shall be expressed in Dth per Day and shall be stated for each Point.

(c) If an upstream or downstream party requires additional information, if the quantities transported are subject to a discounted rate, or if additional information is otherwise required by FEP, then, upon notification by FEP, Shipper must include in each nomination such additional information as is specified by FEP. Nominations must be submitted to FEP through FEP's Interactive Website, or such other electronic means as are mutually agreed upon by FEP and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this Section 6.

(d) Nominations may include payback quantities as provided in Rate Schedules PALS.

~~(e) The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference, 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the Gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm. The standard~~

quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.¹

6.2 STANDARD NOMINATION CYCLES

FEP supports the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(a) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Shipper;
- 1:15 p.m. Nominations are received by FEP (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. FEP sends the Quick Response to the Shipper;
- 4:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 5:00 p.m. Shipper and Point Operator receive scheduled quantities from FEP.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by FEP (including from TTTSPs);
- 6:30 p.m. FEP sends the Quick Response to the Shipper;
- 8:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 9:00 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to

¹ The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm.

bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(c) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Shipper;
- 10:15 a.m. Nominations are received by FEP (including from TTTSPs);
- 10:30 a.m. FEP sends the Quick Response to the Shipper;
- 12:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 1:00 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Shipper;
- 2:45 p.m. Nominations are received by FEP (including from TTTSPs);
- 3:00 p.m. FEP sends the Quick Response to the Shipper;
- 5:00 p.m. FEP receives completed confirmations from Confirming Parties;
- 5:30 p.m. FEP provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by FEP (including from TTTSPs);
- 7:30 p.m. FEP sends the Quick Response to the Shipper;
- 9:30 p.m. FEP receives completed confirmations from Confirming Parties;
- 10:00 p.m. FEP provides scheduled quantities to the affected Shipper

and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(g) The rights of a Releasing Shipper to recall capacity within any nomination cycle shall be governed by Section 14.3(f) of these General Terms and Conditions.

(h) A Shipper which has been awarded firm capacity in a capacity release may submit a nomination using such capacity at the next available opportunity for nominations under this Section 6.2 which occurs on or after the time capacity is awarded, including an intraday nomination in either the Intraday 1, the Intraday 2 Nomination Cycle, or the Intraday 3 Nomination Cycle and which is consistent with Sections 14.4 and 14.6(a) of these General Terms and Conditions.

6.3 REQUIRED NOMINATION CHANGES

If estimated Daily flows under a particular Agreement differ from the confirmed nominations, or if an imbalance has occurred due to some other reason, then prospective nomination change(s) (either receipt or delivery adjustments) may be required to bring the quantities into balance. When a Shipper receives notification of a required change in the nomination, the Shipper shall be responsible for informing upstream and downstream parties of the prospective change and providing FEP with a nomination as required in accordance with Section 6.2 hereof.

6.4 CONFIRMATION BY FEP

(a) Nominations made in accordance with Sections 6.2, 6.3, and 6.5 hereof shall not become effective until FEP has confirmed the nominated receipts and deliveries with upstream and downstream parties, subject to other provisions of this Section 6. Shipper shall designate the appropriate person(s) who has the authority to resolve allocation issues, if requested by FEP and, if requested by FEP, the appropriate person(s) to confirm nominations. Confirmations must be submitted to FEP through its Interactive Website, or such other electronic means as are mutually agreed upon by FEP and Shipper.

(b) Subject to Section 6.2 and the other provisions of this Tariff, FEP shall provide Shippers and point operators via its Interactive Website, or by EDI, the quantities that have been scheduled to flow for that Shipper and point operator on the next Day.

(c) Unless otherwise provided in an Operational Flow Order, default confirmation procedures are as follows:

(1) With respect to the timely nomination/ confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day will be the new confirmed quantity.

(2) With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity will be the new confirmed quantity.

(3) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity will be the new confirmed quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

(4) With respect to NAESB SGQ Standard No. 1.3.22 i, ii, and iii, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, FEP will provide the Shipper with the following information to explain why the nomination failed, as applicable;

- (i) FEP did not conduct the confirmation;
- (ii) the Shipper is told by FEP that the upstream confirming party did not conduct the confirmation;
- (iii) the Shipper is told by FEP that the upstream Shipper did not have the Gas or submit the nomination;
- (iv) the Shipper is told by FEP that the downstream confirming party did not conduct the confirmation;
- (v) the Shipper is told by FEP that the downstream Shipper did not have the market or submit the nomination.

This information should be imparted to the Shipper on the Scheduled Quantity document.

6.5 INTRADAY NOMINATIONS

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

(b) FEP allows intraday nominations and supports the nomination cycles set forth at Section 6.2 during non-Critical Times. During Critical Times, valid intraday nominations may be submitted at any time.

(c) FEP will provide notification of bumped quantities through the Scheduled Quantity document, as posted on FEP's Interactive Website, and telephone or telefax consistent with Sections 13 and 22 of the General Terms and Conditions of this Tariff and through Electronic Notice Delivery consistent with NAESB Standards as adopted in Section 29 of these General Terms and Conditions. Except during a Critical Time, FEP will waive any daily penalties applicable to bumped quantities on the day of the bump. FEP will also waive penalties if it fails to provide appropriate notice of the bump.

(d) For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

(e) Revised predetermined allocations are to be submitted consistent with Section 7 of these General Terms and Conditions.

(f) Unless FEP agrees to the contrary, the revised nomination under an intraday Nomination may be limited by Section 6.4(c). FEP and the interconnecting party will agree on the hourly flows of the intraday Nomination.

(g) An intraday nomination is only effective for a single Day. There is no need to re-nominate if the intraday nomination is intended to modify the existing nomination. The Shipper should submit a new timely nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next Gas Day.

(h) Intraday nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled Gas.

6.6 END-OF-GAS-DAY SCHEDULED QUANTITY DOCUMENT

At the end of each Gas Day, FEP will provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, FEP will send an End of Gas Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A receiver of either of these documents can waive FEP's requirement to send such documents.

6.7 OVERRUN QUANTITIES

Shippers submitting nominations via Interactive Website or EDI for transportation of overrun quantities (quantities in excess of the Contract and/or Point MDQ) may either include such overrun quantities in their nominations for quantities within Contract and Point MDQ, or may submit separate nominations for such overrun quantities. If the Shipper elects to submit a separate nomination, the Shipper should mark that nomination as being for overrun quantities.

6.8 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, and an entity which controls a point of interconnection with FEP may delegate to any third party responsibility for administering agreements regarding allocation of Gas quantities at the point and/or for administering any point operator agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) Business Days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that FEP may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

(c) FEP may rely on communications from the designated representative of a Shipper or interconnecting entity for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 6.8(b). Communications by FEP to such designated representative shall be deemed notice to Shipper or the interconnecting entity except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 6.8(b).

(d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers and/or interconnecting entities. However, such representative shall separately administer and account for each such Agreement.

6.9 POOLING NOMINATIONS

(a) Whenever Gas is purchased at a Receipt Point on FEP's System by an entity that is not going to nominate that Gas for receipt by FEP under a transportation Agreement, that entity must submit a pooling nomination to FEP through its Interactive Website (or EDI), identifying the quantities (in Dth) and the entities from whom the Gas is being bought and the entities to whom the Gas is being sold. Such pooling nominations are needed in order to be able to confirm the nominated receipts at that point and thus such pooling nominations are due by the

deadlines applicable to Shipper nominations, subject to Section 6.2.

(b) A third party may provide title tracking services on FEP's System as follows:

(1) The entity seeking to provide such a service (Third Party Account Administrator) shall so notify FEP in writing, in which event FEP shall establish an identification number for nominations involving the Third Party Account Administrator.

(2) Pooling nominations consistent with this Section 6.9 must be made by the Shipper tendering Gas for delivery to the Third Party Account Administrator, where subsequent title to such Gas is to be tracked by the Third Party Account Administrator; and

(3) The Third Party Account Administrator shall maintain records of any title transfers after delivery of Gas to it and shall submit a nomination consistent with this Section 6.9 for delivery of Gas to the last party in the chain of title, which party shall also submit a nomination for receipt of the Gas consistent with this Section 6.9.

6.10 NOMINATION PRIORITIES

As part of the nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination must identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination must identify which delivery should be cut in the event Gas is not or cannot be received as nominated (i.e., ranking). Ranking is to be included in the list of data elements. FEP is to use Shipper provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

6.11 OPERATIONAL BALANCING

(a) FEP will enter into Operational Balancing Agreements (OBAs), as defined in the General Terms and Conditions of this Tariff at Receipt Points and/or Delivery Points, as applicable, in order to deal with imbalances as set forth below.

(b) Delivery Points. FEP agrees that it will negotiate with each entity that operates facilities interconnecting with FEP at Delivery Points that are interstate or intrastate pipeline interconnects (Balance Operator), in a good faith effort to reach an agreement to deal with imbalances at such Delivery Point(s). In addition, FEP will enter into OBAs with entities other than interstate and intrastate pipelines, provided that such OBAs are operationally feasible and are subject to FEP's Tariff, including credit requirements.

(c) Receipt Points. FEP agrees that it will negotiate with each entity that controls supplies entering FEP's system at interconnection points and/or Receipt Point(s) (Balance Operator) in a good faith effort to reach an agreement to deal with imbalances at such Receipt Point(s). A Balance Operator entering into an OBA at Receipt Points upstream of the suction side of FEP's Bald Knob, Arkansas Compressor Station may include all such Receipt Points under a

single OBA and net imbalances at each such Receipt Point together to obtain the Balance Operator's aggregate imbalance.

(d) FEP may rely on Predetermined Allocation Agreement(s) under Sections 7 and 8 of these General Terms and Conditions, at Receipt and/or Delivery Point(s), as applicable, which Agreement shall be subject to same terms and conditions as set forth in subsection (e) parts (1) through (4) herein.

(e) An OBA Agreement shall be subject to the following conditions:

(1) Such agreement must set out a mutually agreeable procedure for dealing at the Delivery and/or Receipt Point(s), as between FEP and Balance Operator, with any difference between confirmed nominations and actual physical Gas flow caused by operational conditions; such an agreement may include imbalances charges and penalties, and/or limitations on the volume of imbalance which may be accommodated, but FEP is not obligated to agree to include any provisions for cash out of imbalances;

(2) Quantities nominated by Shipper are confirmed on a reliable basis by the Balance Operator.

(3) The Balance Operator must meet the same creditworthiness standards as Shipper(s) for whom it is operating on behalf of;

(4) FEP and Balance Operator must not have previously entered into such agreement which was terminated because of Balance Operator's failure to perform. Nothing herein is intended to restrict FEP's right to terminate in accordance with its terms any agreement entered into hereunder, including without limitation the right to terminate for Balance Operator's failure to perform consistent with its obligations under the agreement.

6.12 POOLING POINTS

(a) One Pooling Point has been designated for FEP's System. This Point is not a physical Point on the FEP System, but is a paper Point for purposes of Receipt Points on the Supply Leg that are used for aggregation and nomination purposes and to provide pooling services, consistent with this Section 6.12.

(b) Gas may be received from or delivered to a Pooling Point under either an FTS Agreement, ITS Agreement, or PALS Agreement. Shippers may also deliver Gas to a Pooling Point under a pooling nomination. Gas may be delivered to the Hub Point from the Pooling Point under an FTS Agreement or ITS Agreement.

(c) Shippers may nominate Gas quantities from a Receipt Point(s) on the Supply Leg for delivery to the Pooling Point in order to aggregate supplies as long as such Gas quantities are nominated for simultaneous receipt and further delivery on FEP under either an FTS or ITS Agreement.

(d) The Pooling Point may not be specified as a primary Receipt or Delivery Point; except when Shipper elects to segment its firm contract at the Pooling Point, in which case the Pooling Point will serve as the primary delivery point on the upstream segment and the Pooling Point will serve as the primary receipt point on the downstream segment for purposes of applying scheduling priorities.

(e) Nominations to and from the Pooling Point will be subject to the same nomination and confirmation procedures as all other receipts and deliveries. No imbalances will be permitted at the Pooling Point but Gas may be parked or loaned at the Pooling Point, subject to the provisions of Rate Schedule PALS.

(f) For scheduling and curtailment purposes, the priority of service for transportation to or from a Pooling Point is based on the transportation Agreement nominating Gas away from the Pooling Point. Gas shall not be confirmed at the Pooling Point to the extent capacity constraints exist which affect any such receipts or deliveries, applying the priorities set out above.

(g) Charges to and from FEP's Pooling Point. There are no transportation commodity charges or Fuel Gas, Booster Compression Fuel or Lost and Unaccounted for Gas charges applicable to transportation of Gas to a Pooling Point for aggregation service to the Pooling Point. If Gas is moved from a Pooling Point to a Delivery Point, Shipper will pay all applicable reservation, commodity and Fuel Gas, Booster Compression Fuel and Lost and Unaccounted for Gas charges.

(h) An FTS Agreement may be segmented at any point, including the Pooling Point. For purposes of segmentation, the Pooling Point shall be deemed to be located at the interconnect between FEP and Natural (NGPL Interconnect) located in White County Arkansas.

(i) Gas may be bought and sold at a Pooling Point subject to the provisions of this Section 6.12.

6.13 SEGMENTATION

(a) A Shipper may segment its firm capacity to the extent operationally feasible through the nomination process; provided, however, that segmentation involving Pooling Points is subject to Section 6.12. In addition, any Shipper may segment its firm capacity by releasing one or more segments of that capacity (the Releasing Shipper may retain one or more segments of its capacity), to the extent operationally feasible, by following the procedures set out in Section 14 of these General Terms and Conditions. In the case of segmentation through release, the Releasing Shipper may segment by nomination any portion of the capacity it retains to the extent operationally feasible and the Replacement Shipper may segment by nomination any portion of the capacity it obtains in the release to the extent operationally feasible.

(b) For the purposes of this Section 6.13 and subject to the other provisions hereof, whether segmentation is through nomination or results from the release of firm capacity on a

segmented basis, the primary path under an Agreement may be segmented, and segmentation may extend outside the primary path to the extent consistent with this Sections 6.13, and such segmentation shall be deemed operationally feasible unless:

(1) the segmentation would result in an increase in firm contractual obligation by FEP on any segment or portion of its System (through an overlap of segments); or

(2) the segmentation would result in a forward-haul in a direction opposite to the primary path of the Agreement being segmented (backhauls are addressed in (d) below).

(c) In the event a firm capacity path is segmented under this Section 6.13, each segment shall have access to all secondary points within Shipper's primary path. Any Point which is outside the primary path for the segment shall be treated as out-of-path secondary in relation to nominations for that segment. In the case of a segmented release, if nominations result in an overlapping path, through nomination at out-of-path secondary points, overrun charges for quantities in excess of the Contract MDQ under the original Agreement in the area of overlap shall be applied as follows:

(1) (i) if a Shipper is nominating or flowing within the primary path under its segment, overrun shall not apply to that segment so long as such Shipper is within its Contract MDQ on that segment and any overrun shall be assigned to the segment on which Shipper is nominating and flowing outside its path; (ii) if a Shipper is nominating or flowing in excess of its Contract MDQ on a segment under the segmented release, the Shipper shall be assessed overrun charges based on the quantities in excess of its Contract MDQ; and (iii) where the Shipper on each segment is within its Contract MDQ, but is nominating on a secondary out-of-path basis so as to create an overlap in nominated paths, and aggregate nomination by the Releasing and Replacement Shipper in the area of overlap are in excess of the original contract Contract MDQ, then except as provided in (i) and (ii), overrun charges will be assessed to the Releasing Shipper unless the release specifies that such overrun charges are to be assessed to the Replacement Shipper.

(d) The direction of flow for path segments must be the same direction of flow as for the original path unless FEP agrees otherwise or unless such a change in direction of flow is consistent with the Agreement. A Shipper may segment a backhaul if such backhaul can be nominated and scheduled on any Day on FEP's System. However, if a Shipper desires assurance that it may segment a backhaul transaction for a longer period of time (beyond the current Gas Day), such Shipper's segmentation shall be subject to review by FEP on a case-by-case basis as to whether a backhaul on each resulting segment is operationally feasible. The Shipper (or Replacement Shipper in the case of a release) may nominate service at Receipt and Delivery Points for the path segment that results in a reverse flow from the original path; however, such a nomination will be treated as being secondary outside of the path. Subject to the availability of Point capacity and to ordinary nomination procedures, deliveries may be made at the same Point for a forward haul on the upstream segment and a backhaul of the downstream segment and such nominations will not create a Point overrun so long as nominations in either direction do not exceed the Contract MDQ and/or Point MDQ. The forward haul will have priority at the Point if the Point

capacity is not adequate. At the point of segmentation, deliveries may be nominated on the upstream segment up to Contract MDQ and receipts may be nominated on the downstream segment up to Contract MDQ, subject to constraints on Point capacity and ordinary scheduling procedures and priorities.

(e) (1) Subject to the remainder of this subsection 6.13(e), the Releasing and Replacement Shipper involved in a segmented release may each choose primary Receipt Points and primary Delivery Points equal to their respective Contract MDQs after the release; provided, however, that the resulting segments may not overlap in a way that exceeds the Contract MDQ of the original contract on a segment. If the points chosen are within the path of the original Agreement and do not involve changing a primary Point thereunder, the Point designations shall be accepted, subject only to the availability of firm capacity at those Points and agreement on the rate applicable at the new primary Points. If one or more Points are outside the path of the original Agreement, then FEP's generally applicable Point change procedures in Section 2.1(d) of these General Terms and Conditions and the provisions of subsection 6.13(e)(2) shall apply. Any primary Point established under this subsection 6.13(e) which was not a primary Point under the original Agreement and is not reflected in a Point change which affects the original Agreement, will have the same priority and rights as any other primary Point, but shall be a primary Point only until the term of the release ends or until that primary Point is changed by Shipper pursuant to the provisions of this Tariff, as applicable. Such an additional primary Point may not be designated if a Shipper is releasing to itself. If firm capacity is not available at the Point or to the Point, the Shipper may designate such Points (not overlapping with other segments) in defining a segment, but the Points shall have secondary Point priority (either in-path or out-of-path, as applicable).

(2) A Shipper, a Replacement Shipper or a Sub-replacement Shipper may change the primary Receipt or Delivery Point(s) listed in the Agreement to new primary Point(s) subject to the point change provisions of Section 2.1(d) of these General Terms and Conditions, if the Shipper (or in the case of a release, the Original Shipper) and FEP agree to amend the Agreement, or in the case of a release the original Agreement, to change the primary Receipt and Delivery Point(s) accordingly; provided, however, that the consent of the Original Shipper shall not be required in the case of a permanent release by that Original Shipper of its firm capacity. FEP shall not be obligated to reserve firm capacity to reinstate the former primary Point(s) upon expiration of the segmentation or the capacity release.

(3) Where a Replacement Shipper selects a primary Point which is outside the primary path under the Releasing Shipper's contract (and thus creates a new primary path at least partially outside the original primary path), any recall by the Releasing Shipper will be of capacity which contains the changed primary Points, not the Releasing Shipper's original primary Points.

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 3.42, 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 3.42, that are protected by NAESB's copyright. With respect to each reproduced standard, FEP incorporates the following: © 1996 – 2017-2020 NAESB, all rights reserved.

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

NAESB Standard	General Terms and Conditions Tariff Record	Tariff Record Provision
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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2.3.3	7. Determination of Daily Receipts	7.2
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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
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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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5.3.2	14. Capacity Release by Firm Shippers	14.4, 14.6(a)
5.3.3	14. Capacity Release by Firm Shippers	14.2
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B-3(b)(3)		
5.3.14	14. Capacity Release by Firm Shippers	14.3- E (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

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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

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, ~~4.3.61~~, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, ~~4.3.83~~, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.93, 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: <http://fepttransfer.energytransfer.com>