

**ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT**

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THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between _____, a _____ corporation, with offices at _____ and _____, a _____ corporation, with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged ("Transactions") by electronically transmitting and receiving data in agreed formats ~~in substitution for on-line transmittal and/or for conventional paper-based documents~~; and

WHEREAS, the parties desire to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as, electronic data interchange ("EDI") Transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites.

1.1. Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibits may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a functional acknowledgement, ~~a response document~~, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this Agreement is attached hereto and made a part hereof; the Appendix and Exhibit(s)

thereto hereafter are referred to as the "Appendix". Any modification of the provisions contained in
40 the body of this Agreement will be effective as set forth on the Appendix.

42 1.2. Third Party Service Providers.

44 1.2.1. Data Communications will be transmitted electronically to each party either, as specified in the
Appendix, directly or through any third party service provider ("Provider") with whom either party may
46 contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior
written notice.

48 1.2.2. Each party shall be responsible for the costs of any Provider with whom ~~which~~ it contracts,
50 unless otherwise set forth in the Appendix.

52 1.2.3. Notwithstanding the acts or omissions of its Provider each party is responsible for
transmitting, receiving, storing or handling Data Communications, ~~and/or~~ performing related activities,
54 for such party with respect to the provisions of section 2.

56 1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment,
software, services and testing necessary to transmit to and receive from the parties' respective
58 receipt computers the Data Communications.

60 1.4. Security Procedures

62 1.4.1 Each party shall use those security procedures specified in the Gas Industry Standards Board
("GISB") standards and the Appendix. The manner in which public encryption keys are to be changed
64 or exchanged will be specified in the Appendix.

66 1.4.2 Security Key Exchanges. The parties shall maintain a "public key" used to facilitate
secureprivate electronic communication. The parties shall change their public key on a routine
68 schedule set forth in the Appendix. However, in emergency situations in which it is necessary to
change a key immediately, each party shall provide the other party with immediate notice of the
70 change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail
service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple
72 mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public
key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by
74 phone, or by other comparable means. 1.5. Signatures. Each party shall adopt as its signature an
electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained,
76 where required, in the Document transmitted by such party ("Signature Code(s)"). Such Signature
Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for

78 one or more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such
80 Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or
82 contained in any transmitted Document shall be sufficient to verify such party originated such
Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the
other party.

84 **Section 2. Transmissions.**

86 2.1. Proper Receipt.

88 2.2. 1 Documents shall not be deemed to have been properly received, and no Document shall give
rise to any obligation, until accessible to the receiving party at such party's Receipt Computer
90 designated in the Appendix as evidenced by the receipt by sender of the HTTP response initiated by
receiver. The HTTP response shall specify the date and time of receipt of a Document at the receiving
92 Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not
received by sender, or if the HTTP response indicates an error.

94 2.1.2 Receipt Computer The Receipt Computer shall be defined in the Appendix as the receiving
96 party's electronic mailbox or Uniform Resource Locator ("URL"), which describes the protocols which
are needed to access the resources and point to the appropriate Internet locations. Where the parties
98 employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be
defined in the Appendix as the receiving party's electronic mailbox or URL provided by the receiving
100 party's Provider.

102 2.2. Verification.

104 2.2.1. Upon proper receipt of any Document, the receiving party shall verify that the Document
originated from an authorized trading partner, and process the decryption of the Document. If the
106 Document is verified and the decryption is successful, the receiving party shall transmit a functional
acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the
108 receiving party shall contact the sending party to determine the status of the Document and arrange a
recommunication of the Document, if applicable.

110 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X.12
112 Transaction Set 997, which confirms a Document ~~(in the format specified by such acknowledgment)~~
has been received and whether all required portions of the Document are syntactically correct or not,
114 but which does not confirm the substantive content(s) of the related Document.

116 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document"
118 Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set 997. A "response
document" confirms that a Document ~~(in the format specified by such acknowledgment)~~ has been
120 received, and whether all required portions of the Document are syntactically correct, and contains
data sent by the receiving party to the sending party in response to the substantive content of the
122 related Document. ~~If the parties designate a response document as a substitute for a functional
acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments
shall apply to such response documents.~~

124
126 2.2.4. If there has been a proper receipt by sending party of a functional acknowledgment or a
response document, and such functional acknowledgement or response document indicates an error,
neither party shall rely on the portion of the Document in error or full Document in error if known and
128 sending party shall contact receiving party to determine the status of the Document and arrange a
recommunication of the Document. If there has been proper receipt by sending party of a functional
130 acknowledgment or response document which does not indicate any error, the functional
acknowledgment or response document shall constitute conclusive evidence a Document has been
132 verified properly received.

134 2.2.5. In the event the receiving party fails to ~~promptly and properly~~ transmit a functional
acknowledgment as specified in Section 2.2.1 ~~or response document in return for a properly received~~
136 Document, where required, the originating party's records of the contents of the Document shall
control.

138 2.2.6. In the event the parties have mutually agreed to use a "response document" in substitute for a
functional acknowledgment, and the receiving party fails to transmit a "response document" as
140 specified in Section 2.2.1, the originating party's records of the contents of the Document shall
control.

142
144 ~~2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such Document
which has been properly received shall not give rise to any obligation unless and until the party initially
transmitting such Document has properly received in return an Acceptance Document (as specified in
146 the Appendix).~~

148 ~~2.5. Retransmissions. If the originating party of a Document has not properly received a
corresponding functional acknowledgment or response document within the Retransmission
150 Timeframe indicated in the Appendix, the originating party shall retransmit the Document.~~

154 **Section 3. Transaction Terms.**

156 3.1. Terms and Conditions. This Agreement is intended to facilitate Transactions subject to be
158 considered part of any other underlying written agreement(s) between the parties concerning the
160 Transactions (e.g. transportation or sales), referencing it or referenced in the Appendix. In the event
of conflict with underlying written agreement(s), the terms and conditions of the underlying agreements
shall control.

162 In the absence of any other written agreement applicable to any Transaction made pursuant to this
164 Agreement, such Transaction (and any related communication) also shall be subject to [CHOOSE
ONE]:

166 [A] those terms and conditions, including any terms for payment, included in the Appendix.

168 [B] the terms and conditions included on each party's standard printed applicable forms attached
170 to or identified in the Appendix [as the same may be amended from time to time by either party upon
written notice to the other]. The parties acknowledge that the terms and conditions set forth on such
172 forms may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the
parties in connection with any such Transaction will be resolved as if such Transaction had been
effected through the use of such forms.

174 [C] such additional terms and conditions as may be determined in accordance with applicable
176 law.

178 ~~The terms of this Agreement shall prevail in the event of any conflict with any other terms and~~
~~conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of this~~
180 ~~Agreement, if any party determines that this Agreement is in conflict with either that party's existing~~
~~tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the~~
182 ~~affected party shall give immediate notice defining which terms of this Agreement are affected, and~~
~~the reasons therefor, and may provide notice of termination of this Agreement as provided in Section~~
184 ~~4.7, effective immediately upon receipt of such notice by the other party to this Agreement.~~

186 3.2. Confidentiality. No information contained in any Document or otherwise exchanged between the
188 parties shall be considered confidential, except to the extent provided in Section 1.5, by written
agreement between the parties, or by applicable law.

190 **3.3. Validity: Enforceability.**

192 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create
194 binding obligations pursuant to the electronic transmission and receipt of [Data Communications Documents](#) specifying certain of the applicable terms.

196 3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in
198 connection with any Transaction, any other written agreement described in Section 3.1, or this
200 Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which
there is affixed, a Signature Code ("Signed Documents") shall be deemed for all purposes (a) to have
been "signed" and (b) to constitute an "original" when printed from electronic files or records
established and maintained in the normal course of business.

202 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents
204 properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of
dealing and a course of performance accepted by the parties in furtherance of this Agreement, any
206 Transaction and any other written agreement described in Section 3.1.

208 3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents under the
provisions of any applicable law relating to whether certain agreements are to be in writing or signed
210 by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any
judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties
212 to the same extent and under the same conditions as other business records originated and
maintained in documentary form. Neither party shall contest the admissibility of copies of Signed
214 Documents under either the business records exception to the hearsay rule or the best evidence rule
on the basis that the Signed Documents were not originated or maintained in documentary form.

216 **Section 4. Miscellaneous.**

218 4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in
220 effect until terminated by either party with not less than 30 days prior written notice specifying the
effective date of termination; provided, however, that written notice for purposes of this paragraph
222 shall not include notice provided pursuant to an EDI transaction; further provided, however, that any
termination shall not affect the respective obligations or rights of the parties arising under any
224 Documents or otherwise under this Agreement prior to the effective date of termination.

226 4.2. Severability. Any provision of this Agreement which is determined to be invalid or unenforceable
will be ineffective to the extent of such determination without invalidating the remaining provisions of
228 this Agreement or affecting the validity or enforceability of such remaining provisions.

230 4.3. Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the
232 parties relating to the matters specified in this Agreement and supersede all prior representations or
234 agreements, whether oral or written, with respect to such matters. No oral modification or waiver of
236 any of the provisions of this agreement shall be binding on either party. No obligation to enter into any
238 Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is
solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective
successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the
benefit of any party other than the parties hereto and no other party shall have any right, claim or
action as a result of this Agreement.

240 4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the
242 laws of the state [commonwealth], [province] of _____, excluding any conflict-of-
244 law rules and principles of that state [commonwealth] [province] which would result in reference to the
laws or law rules of another jurisdiction.

246 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection
248 with any Transaction or any Document, where such failure results from any act of God or other cause
beyond such party's reasonable control (including, without limitation, any mechanical, electronic or
communications failure) which prevents such party from transmitting or receiving any documents and
which, by the exercise of due diligence, such party is unable to prevent or overcome.

250 4.6. **Exclusion of Certain Damages**. ***Neither party shall be liable to the other for any special,
252 incidental, exemplary or consequential damages or expenses arising from or as a result of
254 any delay, omission or error in the electronic transmission or receipt of any Data
Communications Documents pursuant to this Agreement, even if either party has been
256 advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on
direct damages to software and hardware arising from electronic transmissions under this
Agreement shall be set forth in the Appendix.***

258 4.7. Notices. All notices required or permitted to be given with respect to this Agreement shall be
260 given by mailing the same postage prepaid, or given by fax or by courier, or by other methods
262 specified in the Appendix to the addressee party at such party's address as set forth in the Appendix.
264 Either party may change its address for the purpose of notice hereunder by giving the other party no
less than five (5) days prior written notice of such new address in accordance with the preceding
provisions.

266 4.8. Assignment. This Agreement may not be assigned or transferred by either party without the prior
written approval of the other party, which approval shall not be unreasonably withheld; provided, any

268 assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest
270 shall be permitted without prior consent if such party assumes this Agreement.

272 4.9 Waivers. No forbearance by any party to require performance of any provisions of this
274 Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce
276 it.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts all of
which shall constitute but one and the same instrument.

278 4.11 Reference Glossary. This section lists each defined term in this Agreement and cross
280 references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
parties	Header
Transactions	Recital
electronic data interchange, EDI	Recital
<u>Data Communications</u>	<u>Section 1.1.</u>
Documents	Section 1.1
Appendix	Section 1.1
Provider	Section 1.2.1
Signature Code(s)	Section 1.5
<u>Public Key</u>	<u>Section 1.4.1</u>
Uniform Resource Locator, URL	Section 2.1
Receipt Computer	Section 2.1
functional acknowledgment	Section 2.2.2
response document	Section 2.2.3
Acceptance Document	Section 2.3
<u>Retransmission Timeframe</u>	<u>Section 2.5</u>
Signed Documents	Section 3.3.2
Legal Entity Common Code	Appendix
Electronic Delivery Mechanism	Exhibit I-XXX, Section 1

282 Each party has caused this Agreement to be properly executed on its behalf as of the date first above
284 written.

	Company Name:_____	Company Name:_____
286	By:_____	By:_____
	Name:_____	Name:_____
288	Title:_____	Title:_____

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APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE _____
TO BE EFFECTIVE _____ (DATE)

COMPANY NAME _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE _____

ATTENTION

(NAME, TITLE)

PHONE _____ FAX _____
OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number¹) _____
PROVIDER NAME (If any) _____

COMPANY NAME _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE _____

ATTENTION

(NAME, TITLE)

PHONE _____ FAX _____
OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number¹) _____
PROVIDER NAME (If any) _____

ALLOCATION OF COSTS:

Sender: [Pays all costs to get its data to the receiving party's Receipt Computer.]

Receiver: ~~[Pays all costs to retrieve the data.]~~

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1 A registered trademark of Dun & Bradstreet Corporation

352

~~All Exhibits attached hereto are to be considered attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.~~

354

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all purposes set forth in this Appendix and the attached Exhibit(s).

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COMPANY NAME: _____

COMPANY NAME: _____

BY: _____

BY: _____

362

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

364

EXHIBIT I-~~XXX~~ (Sequential Number)
 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
 DATED _____
 TO BE EFFECTIVE _____ (date)
 COVERING TRANSACTION SET NUMBER _____

1. TRANSACTION SETS:
 Check all applicable transaction sets.

TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	ORIGINATING PARTY (INDICATE DOCUMENT ID)	RECEIVING PARTY (INDICATE DOCUMENT ID)	FUNCTIONAL ACKNOWLEDGEMENT (FA) OR RESPONSE DOCUMENT (RD) SUPPORTED?
865	Allocation Statement			
843	Capacity Release - Bid Review			
840	Capacity Release - Electronic Withdrawal Upload			
843	Capacity Release - Firm Transportation & Storage-Withdrawal			
840	Capacity Release - Firm Transportation & Storage			
843	Capacity Release - Firm Transportation & Storage- Award Notice			
864	Capacity Release - Notes/Special Instruction			
840	Capacity Release - Operational Available & Unsubscribed Capacity			
846	Capacity Release - Response to Upload of Request for Download			
840	Capacity Release - System-Wide Notices			
846	Capacity Release - Upload of Request for Down Load			
840	Capacity Release - Upload to Pipeline of Prearranged Deal (UPPD)			
843	Capacity Release - UPPD - Bidder Confirmation			
824	Capacity Release - UPPD - Bidder Confirmation Validation			
843	Capacity Release - UPPD - Validation			
567	Capacity Release - UPPD Final Disposition			
840	Capacity Release - UPPD-Notify and Request to Confirm			
850	Confirmation Response			
811	Invoice			
811	Imbalance			
867	Metered Volume Statement Audit			
867	Metered Informational Statement			
850	Nomination			
855	Nomination Quick Response			
820	Payment Order/Remittance Advice			
860	Pre-determined Allocation			
865	Predetermined Allocation - Quick Response			
865	Operator Scheduled Quantity			
855	Request for Confirmation			
865	Shipper Scheduled Quantities			
822	Statement of Account			

1. DOCUMENT SPECIFIC OPERATING INFORMATION:-

(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

NATURAL GAS DESCRIPTIVE NAME _____
 ASC X12 VERSION/RELEASE NO. _____

ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - INTERNET:-

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		

2	EDI CONTACT PHONE NUMBER		
3	PROVIDER NAME (if different from that in the Appendix)		
4	RECEIPT COMPUTER URL (host name or IP address, any non-standard port, directory, program name, as necessary)		
0	— Basic Authentication userid		
0	— Basic Authentication password		
0	— HTTP from/to tag		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE		
8	FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N)	N/A	
9	FA RETURN TIME FRAME	N/A	
10	RESPONSE DOCUMENT (RSP) NUMBER/NAME	N/A	
11	FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE	N/A	
12	RSP RETURN TIME FRAME	N/A	
13	ACCEPTANCE DOCUMENT (ACPT)	N/A	
14	FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE		N/A
15	ACPT RETURN TIME FRAME	N/A	
16	RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)		N/A

386

EXHIBIT ~~1-XXX~~ (Sequential Number)

388

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

390

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

392

2. STANDARDS: Specify all applicable standards and the issuing organizations.

394

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the Transaction(s) contained in this Exhibit.

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3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.

400

402

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

404

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, authentication, and PGP version .)

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4.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

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a) Contact for public encryption key exchange (emergency and scheduled)

412

414

b) Method of contact and related information (phone number and/or e-mail address)

416

418

c) Chosen electronic method of key exchange

420

d) Scheduled public encryption key exchange procedures including frequency

422

424

e) Emergency public encryption key exchange procedures

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EXHIBIT ~~+XXX~~ (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

430

DATED _____

TO BE EFFECTIVE _____ (date)

432

~~COVERING TRANSACTION SET NUMBER _____~~

434

f) Verification procedures to confirm appropriate exchange of public encryption keys

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438

g) Other

440

442

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

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6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)

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7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

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EXHIBIT ~~I-XXX~~ (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

468

DATED _____

TO BE EFFECTIVE _____ (date)

470

COVERING TRANSACTION SET NUMBER _____

472

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

474

476

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9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)

480

482

10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No)

484

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488

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

490

492

COMPANY NAME: _____

COMPANY NAME: _____

494

BY: _____

BY: _____

PRINTED

PRINTED

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NAME _____

NAME _____

TITLE: _____

TITLE _____