



Maritimes & Northeast Pipeline, L.L.C.
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October 21, 2020

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Maritimes & Northeast Pipeline, L.L.C., Docket No. RP21-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”) promulgated thereunder,² Maritimes & Northeast Pipeline, L.L.C. (“Maritimes”) hereby submits for filing as part of its FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), its FERC Gas Tariff, Filed Agreements (“Filed Agreements Tariff”), and its FERC Gas Tariff, Statements of Negotiated Rates (“Statements of Negotiated Rates”), the tariff records listed in Appendix A to be effective on November 23, 2020.

STATEMENT OF NATURE, REASONS AND BASIS

By this filing, Maritimes is modifying its Tariff to reflect changes to the way its electronic bulletin board system is accessed and modifying its Tariff, its Filed Agreements Tariff, and the Statements of Negotiated Rates to reflect various administrative changes.

As the result of the Spectra Energy and Enbridge merger, which was completed on February 17, 2017, Spectra Energy, LLC (formerly known as Spectra Energy Corp) is now an indirect, wholly owned subsidiary of Enbridge Inc. Maritimes and its shippers conduct their daily business activities using the LINK® Customer Interface System (“LINK® System”). On September 19, 2020, the Uniform Resource Locator (“URL”) for the LINK® System was converted from link.spectraenergy.com to link.enbridge.com. As such, Maritimes is making the following modifications to its Tariff to reflect various changes resulting from the URL conversion:

- (1) Updating Part 3 of the Tariff to reflect the updated URL from which Maritimes’s system map can be accessed;
- (2) Updating the definition for “Web site” in Section 1 of the General Terms and Conditions (“GT&C”) of the Tariff; and
- (3) Updating the mail server portion of the link-help email address in GT&C Sections 2.4(e), 9.5(b), and 9.12.

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.204 (2020).

The current URL of link.spectraenergy.com will continue to function for several months to allow users time to adjust, trading partner relationships to be updated, and regulatory filings by Maritimes and its affiliated pipelines to be made.

In addition, Maritimes is modifying the title pages of its Tariff, its Filed Agreements Tariff, and the Statements of Negotiated Rates, to update the name and contact information for the person to whom communications regarding each should be directed. Finally, Maritimes is modifying GT&C Section 31 to update the name and contact information for the person to whom contact should be made with respect to reports submitted pursuant to GT&C Section 31.

PROPOSED EFFECTIVE DATE

Maritimes proposes an effective date of November 23, 2020 for the tariff records filed herein. Maritimes respectfully requests any waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Maritimes files this motion to place the revised tariff records filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Maritimes reserves the right to file a motion at a later date to place such tariff records into effect.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff records showing additions to and deletions from the currently effective tariff records is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Maritimes' customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. § 390.

Ms. Kimberly D. Bose, Secretary

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CORRESPONDENCE AND COMMUNICATION

All correspondence and communications regarding this filing should be addressed to the following:

* Christopher Harvey, Director, Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, TX 77056-5310
Phone: (713) 627-5113
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and

* Jennifer Rinker, Associate General Counsel, Northeast
& FERC Chief Compliance Officer
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*Parties to be designated on the Commission's official service list.

Please contact the undersigned at (713) 627-5113 with any questions regarding this filing.

Respectfully submitted,

MARITIMES & NORTHEAST PIPELINE, L.L.C.

By: M&N Management Company, LLC
Its Managing Member

/s/ Christopher Harvey

Christopher Harvey, Director
Regulatory
M&N Management Company, LLC

Enclosures

MARITIMES & NORTHEAST PIPELINE, L.L.C.

APPENDIX A

Second Revised Volume No. 1

<u>Version</u>	<u>Section (Description & Title)</u>
2.0.0	Tariff Second Revised Volume No. 1
3.0.0	Part 3 Map
	<i>Part 6 – General Terms and Conditions</i>
8.0.0	1. Definitions
3.0.0	2. Electronic Communication
6.0.0	9. Capacity Release
2.0.0	31. Reports with Respect to Tariff

Filed Agreements Tariff

<u>Version</u>	<u>Section (Description & Title)</u>
2.0.0	Tariff Filed Agreements

Statements of Negotiated Rates

<u>Version</u>	<u>Section (Description & Title)</u>
2.0.0	Tariff Statements of Negotiated Rates

FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1
(Supersedes First Revised Volume No. 1)
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

Christopher Harvey, Director, Regulatory
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5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-5113
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MAP

The system map may be displayed and downloaded at the Internet Web site below.

<https://linkwc.enbridge.com/SystemMaps/MNUSSystemMap.pdf>

1. **DEFINITIONS**

"Backhaul" shall mean movement of gas from a Point of Receipt to a Point of Delivery such that the contractual direction of movement on the mainline is at all times and at all points along the path in a direction opposite to the design flow of gas in the pipeline.

"Backstop Agreement" shall mean (i) that certain Agreement for Purchase of Unsubscribed Firm Capacity and Rate Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc. and (ii) that certain Backstop Service Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc., both of which were filed on January 22, 1999 with the Commission as part of Pipeline's amendment application in Docket No.CP96-809.

"British thermal unit (Btu)" shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5° Fahrenheit to 59.5° Fahrenheit at a constant pressure of 14.73 dry psia.

"Business Day" shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S. and similar holidays for transactions occurring in Canada and Mexico.

"Cash-out Party" shall mean any Customer or other contractually liable entity who has an imbalance under any agreement with Pipeline, which imbalance will be resolved in accordance with Sections 11.1 through 11.6 of the General Terms and Conditions. For the purposes of Sections 11.1 through 11.6, the term "Cash-out Party" shall include the "Cash-out OBA Party."

"Cash-out OBA Party" shall mean any OBA Party who has executed an Operational Balancing Agreement which provides for the resolution of imbalances on such agreement pursuant to the imbalance resolution procedures (netting, trading and cash-out) set forth in Sections 11.1 through 11.6 of the General Terms and Conditions. If an OBA Party is not a Cash-out OBA Party, then notwithstanding anything to the contrary in the General Terms and Conditions, Sections 11.1 through 11.6 will not apply to such OBA Party.

"Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Pipeline under the Natural Gas Act or successor or replacement legislation.

"Company Use Gas" shall mean the amount of gas used for fuel, including compressor and heater fuel; gas used for maintenance; gas lost as a result of Force Majeure events, the ownership of which cannot be reasonably identified; and unaccounted for gas. Changes in Company Use Gas shall be tracked pursuant to GT&C Section 20.

"Contract Path" shall mean the firm transportation path defined by the daily contract capacity rights from the Primary Point of Receipt to the Primary Point of Delivery.

"CT" shall mean Central Clock Time, which includes the recognition of Daylight Savings Time, whereas "CST" shall mean Central Standard Time.

"Cubic Foot" shall mean the volume of gas which occupies one Cubic Foot of space, measured according to Boyle's and Charles' Law for the measurement of gas under varying pressures with deviation therefrom as provided in Section 14 of these GT&C and on the measurement basis likewise specified in Section 14.

"Customer" shall mean an entity that has executed a Service Agreement in the form contained in this Tariff, providing for the transportation of gas by Pipeline.

"Customer's MES Quantity" shall have the meaning provided in Section 9.2 of Rate Schedule MN365.

"Customer MES Reservation Quantity" shall mean the lower of a) the highest quantity of MES service nominated by Customer for the applicable Day that is processed through a LINK® System batch validation procedure and that meets the requirements of Section 9.3 of rate Schedule MN365 and 2) the Customer's MES Quantity for the Day.

"Date of Commencement of Service" shall mean the date on which Pipeline is ready, willing and able to provide service and all contractual conditions to the commencement of service have been satisfied.

"Day" or "Gas Day" shall mean 9 a.m. to 9 a.m. (Central Clock Time).

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "Dekatherm" of gas shall mean the quantity of gas which contains one Dekatherm of heat energy.

"Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Pipeline to Customer to confirm the terms of the discount granted pursuant to Section 27 of the GT&C.

"Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

"GT&C" shall mean the General Terms and Conditions of Pipeline's FERC Gas Tariff, as effective from time to time.

"Imbalance Management Services" shall mean the options available to Customers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 11 of the General Terms and Conditions. These options include: TABS, Park and Loan, OBA (where applicable) and Imbalance Netting and Trading.

"Incremental Lateral" shall mean incremental pipeline facilities including a pipeline lateral and appurtenant facilities which extend from a point on Pipeline's existing mainline to a point of interconnection with the facilities of other parties for the benefit of only one or a limited number of customers.

"Intraday Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

"Joule" shall mean the unit of energy in the metric system, equal to the work done by a force of 1 Newton with a displacement of 1 meter in the direction of the force.

"LINK® System" shall mean the LINK® Customer Interface System.

"Long Term Service Agreement" shall mean a Service Agreement with a primary term of one year or more from the effective date of the Service Agreement.

"Managing Member" shall mean M&N Management Company, LLC or such other entity as the Maritimes & Northeast Pipeline, L.L.C. may designate.

"Maritimes & Northeast Pipeline Limited Partnership" shall mean the New Brunswick Limited Partnership that will own the pipeline system extending from Country Harbour, Nova Scotia, Canada to the international border between Canada and the United States where it interconnects with Maritimes & Northeast Pipeline, L.L.C.

"Maximum Annual Transportation Quantity" and "MATQ" shall mean the maximum quantity of natural gas in Dth which Pipeline is willing to receive for transportation for the account of Customer during any Service Year at all Point(s) of Receipt specified in an effective Service Agreement, exclusive of any applicable Fuel Retainage Quantity. The MATQ under any Service Agreement that provides for an MATQ that is equal to 365 times the MDTQ shall be increased by 1/365 during any leap year. For all other agreements, the MATQ shall be increased during any leap year by an amount equal to the MATQ multiplied by the quotient derived by dividing the MDTQ by the MATQ.

"Maximum Daily Delivery Obligation" and "MDDO" shall mean the maximum quantity of gas Pipeline is obligated to deliver to Customer, or for Customer's account, on any given Day at a point of delivery as set forth in Customer's Service Agreement.

"Maximum Daily Receipt Obligation" and "MDRO" shall mean the maximum quantity of gas Pipeline is obligated to receive for Customer's account on any given Day at a Point of Receipt as set forth in Customer's Service Agreement, exclusive of any applicable Fuel Retainage Quantity.

"Maximum Daily Transportation Quantity" and "MDTQ" shall mean the maximum daily quantity of gas exclusive of the Pipeline's Fuel Retainage Quantity that (a) Customer may tender for transportation in the aggregate to all Points of Receipt, and (b) Pipeline is required to deliver to all Points of Delivery; provided, however, Pipeline shall not be obligated to deliver gas at rates in excess of a uniform hourly rate unless agreed to otherwise by Pipeline and Customer.

"Maximum Loaned Quantity" and "MLQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Loan Service under Rate Schedule MNPAL.

"Maximum Parked Quantity" and "MPQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Park Service under Rate Schedule MNPAL.

"Mcf" shall mean one thousand (1,000) cubic feet of gas.

"MMBtu" shall mean one million Btu. One MMBtu equals one Dekatherm.

"MN365 Design Capacity" shall have the meaning provided in Section 9.1 of Rate Schedule MN365.

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:

- a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
- b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.

For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"OBA Party" shall mean the party that operates natural gas facilities which interconnect with Pipeline's facilities and who has executed an Operational Balancing Agreement with Pipeline.

"Operational Balancing Agreement" shall mean an agreement between Pipeline and an OBA Party that specifies the procedures to manage variances between scheduled quantities and actual quantities at an interconnection between the parties.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company, LLC or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Pipeline" shall mean the Maritimes & Northeast Pipeline, L.L.C. The term "Pipeline" expressly excludes any of the individual members of Pipeline, and any entity with which any member is affiliated except for the Maritimes & Northeast Pipeline, L.L.C.

"Posted Point of Restriction" shall mean any point or segment on Pipeline's system for which Pipeline has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

"Primary Point of Delivery" shall mean a Point of Delivery specified in a Service Agreement under a firm transportation rate schedule, at which Pipeline has a firm MDDO.

"Primary Point of Receipt" shall mean a Point of Receipt specified in a Service Agreement under a firm transportation service rate schedule, at which Pipeline has a firm MDRO.

"Quick Response" shall mean the NAESB WGQ EDI/EDM response used to communicate validation errors/warnings to a transaction submitted via the corresponding NAESB WGQ EDI/EDM transaction.

"Rate Default" shall describe, for index-based capacity release transactions, the non-biddable rate specified in Releasing Customer's Notice to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

"Rate Floor" shall describe, for index-based capacity release transactions, the lowest rate specified in Releasing Customer's Notice in dollars and cents that is acceptable to Releasing Customer. The Rate Floor may not be less than Pipeline's minimum reservation rate or zero cents where there is no stated minimum reservation rate.

"Request" shall mean a request for service which meets the requirements of Section 3 of the GT&C.

"Request Date" shall mean the date on which a Request is deemed valid under Section 3 of the GT&C.

"ROFR Agreement" shall mean (i) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for twelve (12) consecutive Months or more at the applicable maximum rate for that service; (ii) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for a term of more than one (1) year which is not available for twelve (12) consecutive Months; or (iii) a firm Service Agreement under one of Pipeline's open-access rate schedules that is subject to a negotiated or discounted rate agreement that Pipeline agrees, on a not unduly discriminatory basis, shall qualify as a ROFR Agreement, in which case such negotiated or discounted rate agreement shall expressly provide that the applicable firm Service Agreement qualifies as a ROFR Agreement.

"Service Agreement" shall mean the Service Agreement executed by the Customer and Pipeline or otherwise made effective and any exhibits, attachments and/or amendments thereto.

"Service Year" shall mean the period commencing on November 1 of any given calendar Year and ending the following October 31.

"Short Term Service Agreement" shall mean a Service Agreement with a primary term of less than one year from the effective date of the Service Agreement.

"System MES Percentage" shall have the meaning provided in Section 9.2 of Rate Schedule MN365.

"System MES Quantity" shall have the meaning provided in Section 9.1 of Rate Schedule MN365.

"Tariff" shall mean Pipeline's FERC Gas Tariff, including but not limited to Statements of Rates, rate schedules, General Terms and Conditions and forms of service agreement, as may be revised and effective from time to time.

"Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than Pipeline.

"Title Transfer" shall mean the change of title to gas between parties at a location.

"Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

"Title Transfer Tracking Service Provider" shall mean a party conducting the Title Transfer Tracking activity.

The terms "Tolls" and "Rates" as used in this Tariff and the Canadian tariff should be considered synonymous.

"Total Heating Value" shall mean the number of British Thermal Units produced by the complete combustion with air, of one dry Cubic Feet of gas at a constant pressure of 14.73 psia, and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature, and the water formed by combustion is condensed to the liquid state.

"Web site" shall mean Pipeline's HTML site accessible via the Internet's World Wide Web located at [http:// link.enbridge.com](http://link.enbridge.com).

2. **ELECTRONIC COMMUNICATION**

2.1. System Description

- (a) Pipeline provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 2.4(a) below, (iii) has designated a Local Security Administrator pursuant to Section 2.3 below, and (iv) if such party desires to transmit information to or receive information from Pipeline via electronic data interchange, has a trading partner agreement along with a related exhibit and worksheet (collectively referred to as the "Trading Partner Agreement") that was executed prior to September 1, 2013, or has requested and executed a Trading Partner Agreement electronically via the LINK® System on or after September 1, 2013. A party to a LINK® System Agreement or a Trading Partner Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Pipeline shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement or a Trading Partner Agreement on behalf of a party. For purposes of this Section 2 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes any Service Agreement pursuant to any of Pipeline's Rate Schedules and/or a capacity release umbrella agreement.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 2.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 2.

Pipeline reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Pipeline will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory

access to on-line LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

- (b) The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation Request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Pipeline shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety Days after completion and will then be archived. Archived information will be made available by Pipeline if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.
- (c) Customers' Notices pursuant to Section 9 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a Trading Partner Agreement with Pipeline pursuant to Section 2.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
- (1) requesting service under Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
 - (2) executing, tracking and amending certain Service Agreements under Pipeline's rate schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
 - (3) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Pipeline pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Pipeline under such section;

- (5) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Pipeline pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
- (6) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
- (7) viewing Pipeline's notice of an OFO as contemplated by Section 10 of the General Terms and Conditions;
- (8) effectuating Imbalance Netting and Trading pursuant to Sections 11.4 and 11.5 of the General Terms and Conditions;
- (9) requesting a discount of the maximum recourse rate(s) for service under Pipeline's Open-access Rate Schedules or viewing such discounts previously granted;
- (10) such other functions as may be available on the LINK® System from time to time; and
- (11) viewing a list of the holders of MNTABS Service Agreements.

2.2 Information. Pipeline shall post at least four times a day on the LINK® System and the Web site information relevant to the availability of firm and interruptible capacity at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the Web site will indicate whether the capacity is available from Pipeline directly or through Pipeline's capacity release mechanism as set forth in Section 9 of the General Terms and Conditions. The LINK® System and the Web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK® System and the Web site also include information allowed or required to be posted thereon by other provisions of the Tariff including Section 9, information that Pipeline is required to post pursuant to the Commission's regulations, or other information Pipeline chooses to post in furtherance of the operation of its system. Pipeline shall maintain on the LINK® System a Master Location List containing the following information for each Point of Receipt and Point of Delivery on Pipeline's system.

- (1) Name of the point;
- (2) Meter Number of the point;
- (3) Location (legal description) of the point;
- (4) Operator name and phone number to the extent available; and
- (5) Whether there is an Operational Balancing Agreement in effect at the point.

Such information shall be updated promptly whenever Point(s) of Receipt or Delivery are added to Pipeline's system.

2.3. Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 2.5 and 2.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.
- (c) Pipeline shall be entitled to rely upon the representation of LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Pipeline; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

2.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Pipeline via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Pipeline via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Pipeline.

- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Pipeline reserves the right to disable for due cause any USERID issued to any LINK® System User. Pipeline shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Pipeline. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Pipeline will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Pipeline of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@enbridge.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Pipeline for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Pipeline of the need to delete such Local Security Administrator.
- (f) Pipeline warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this FERC Gas Tariff, no Pipeline employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

- (g) Any manual forms received by Pipeline prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Pipeline prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 2.

2.5 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Pipeline via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.
- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 2.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Pipeline. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 2.5(a) above or manually submitted prior to September 1, 2007, pursuant to Section 2.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Pipeline reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Pipeline.
- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the

requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.

- (d) It is the obligation of the LINK® System Subscriber to notify Pipeline via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 2.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Pipeline without consent from the non-requesting party.

2.6. LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Pipeline via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Pipeline may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 2.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.
- (c) Pipeline may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above or manually submitted prior to September 1, 2007, in accordance with Section 2.4(g) above. Pipeline may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Pipeline may grant Agent access to LINK® System

Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Pipeline from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party associated with Pipeline's reliance on Designation of Agency information provided pursuant to this Section 2.6.

- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Pipeline when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 2.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Pipeline without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 2.6(a) above. Pipeline shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Pipeline as such Service Agreements are effective from time to time, or

with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Pipeline that the agency relationship is terminated or superseded in accordance with Section 2.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Pipeline and LINK® System Subscriber.

2.7. Liability

- (a) Pipeline shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 26 of these General Terms and Conditions, that is not within the control of Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Pipeline and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Pipeline based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Pipeline from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Pipeline's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

- 2.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Pipeline utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Pipeline will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as

required by this FERC Gas Tariff. Customer shall provide Pipeline with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Sections 8 and 10 of these General Terms and Conditions to post notices on the LINK® System, Pipeline shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Pipeline. Customer shall be responsible for providing accurate e-mail notification information to Pipeline, including timely updates to such information as necessary. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Pipeline and Customer.

- 2.9. Rights to LINK® System. Pipeline or an affiliate of Pipeline is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Pipeline or an affiliate of Pipeline) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 2 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System.

9. CAPACITY RELEASE

This Section 9 sets forth a firm capacity release mechanism pursuant to which existing Customers can voluntarily release all or part of their firm service rights to others that want to obtain that firm capacity by entering into an agreement with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, open access, Part 284 Service Agreement only under this Section 9 of Pipeline's GT&C. Pipeline will use an open bidding format and will post each Releasing Customer's offer to release capacity (herein called "Releasing Customer's Notice") and all the bids against that Releasing Customer's Notice, except for the names of the bidders. Bids are to be based on the Reservation Charge (mainline and/or MNLFT) only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases shall be no greater than the 100% load factor equivalent of Pipeline's maximum Reservation Charge currently applicable to the service released, and for purposes of this Section 9, a Customer is entitled to specify a rate for capacity to be released equal to the maximum Reservation Charge, plus all applicable reservation surcharges. For releases that become effective on or after July 30, 2008, Customer, Replacement Customer or Prearranged Customer may specify in an offer to release capacity or a bid for capacity, as applicable, a rate in excess of the maximum rates referenced above if (i) the term of the release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. The bidding procedures set forth herein shall govern bidding for capacity that is made available pursuant to Section 4.2.

Pipeline has entered into that certain Backstop Agreement with Mobil Natural Gas Inc. ("Mobil"), pursuant to which Pipeline has agreed to provide reasonable notice to Mobil of any Request for firm transportation service (excluding Requests for Backhaul or displacement services), including the volume, terms and conditions requested, at a time when such capacity is not available directly from Pipeline in the primary market. Mobil has agreed to notify Pipeline, within twenty (20) days of receiving notice of such Request, whether Mobil desires to release its firm capacity under the Backstop Agreement for service to the requesting shipper. Pipeline and Mobil acknowledge in the Backstop Agreement that Pipeline cannot compel a requesting shipper to take capacity from any specific existing shipper.

9.1 Service Agreements Eligible For Capacity Release. Customers under any firm Service Agreement, except as specifically restricted by the applicable rate schedule, are permitted to release their firm capacity in whole or in part, on a full Day or a partial Day basis, on a permanent or temporary basis, and on a recallable or non-recallable basis. Such Releasing Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

9.2 Notice.

- (a) Notice of Capacity Release. A firm Customer that wants to release any or all of its capacity shall post the release on the LINK® System by the Posting Deadline as determined pursuant to Section 9.3 herein. Customer may elect not to reveal minimum conditions to anyone other than Pipeline. Any contingencies or special terms and conditions included in Releasing Customer's Notice must not be contrary to any applicable provision of this Tariff. Such Releasing Customer's Notice shall provide the terms and conditions of the release as follows:
- (1) Releasing Customer's service agreement number;
 - (2) on a permanent or temporary basis;
 - (3) on a recallable or non-recallable basis; and if recallable, (i) whether the recall rights are on a full Day or a partial Day basis, (ii) the specifics of any recall right, (iii) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (iv) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release.
 - (4) the Business Day upon which the Bid Period will expire if the Releasing Customer desires to establish a Bid Period that is longer than that specified in Section 9.3 herein;
 - (5) the MDTQ to be released, expressed as a numeric quantity, and, if the Releasing Customer is proposing to release any of its primary points and the associated point quantities, the specific locations and quantities to be released at specific locations, subject to the limitations described in Section 9.2(b) below;
 - (6) the period of time or term, including any objective, not unduly discriminatory right of recall;
 - (7) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Releasing Customer's Notice;

- (8) the minimum Reservation Charge (mainline and/or MNLFT), if any, or, if the Releasing Customer elects, the minimum Reservation Charge restated on a volumetric basis. For releases that become effective on or after July 30, 2008, the Releasing Customer may specify a minimum Reservation Charge requirement which is in excess of the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.
- (9) which one of the following methods is acceptable for bidding on Releasing Customer's Notice:
- Non-Index based release – dollars and cents
 - Non-Index based release – percentage of maximum rate, or
 - Index-based formula as detailed in Releasing Customer's Notice.
- The bids for Releasing Customer's Notice must adhere to the method specified by Releasing Customer.
- (10) for biddable releases, the bid evaluation method which shall be, at the Releasing Customer's option, one of the following three standard evaluation methods: highest rate, net revenue or present value; or alternative Releasing Customer defined bid evaluation methods pursuant to Section 9.2(a)(11) below. In addition to the bid evaluation method, the Releasing Customer must specify the tie-breaking methodology that Pipeline will apply to award capacity among multiple bids that yield the same value;
- (11) any alternative bid evaluation method submitted pursuant to item (10) above shall be objectively stated, applicable to all Replacement or Prearranged Customers and not unduly discriminatory, and shall be set forth with sufficient specificity that Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Pipeline;
- (12) whether contingent bids may be submitted and, if so, the date by which each contingent bidder will be required to satisfy or eliminate the contingency if Releasing Customer elects to allow the bidder additional time beyond the time period specified in Section 9.3(a) to satisfy or eliminate the contingency; ;
- (13) expiration of Matching Period if the Releasing Customer desires to establish a Matching Period that is longer than that specified in

Section 9.3 herein; Releasing Customer shall not be allowed to specify an extension of the original Bid Period or the Prearranged deal Matching Period without posting a new release;

- (14) any additional terms and conditions of releases that are objective and non-discriminatory;
- (15) e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Pipeline as necessary.
- (16) the recall notification period(s), as identified in Section 9.6(b)(4) below, that will be available for use by the parties.
- (17) the priorities that Pipeline is authorized to utilize in the event that overlapping nominations submitted by the Releasing Customer and any Replacement Customer are in excess of the Releasing Customer's original MDTQ;
- (18) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Primary Point(s) of Receipt and/or Primary Point(s) of Delivery after the capacity is awarded;
- (19) whether the Prearranged Customer is affiliated with the Releasing Customer;
- (20) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.
- (21) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if as part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect.
- (22) For releases that become effective on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Customer may exceed the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year

from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.

(b) Partial Day Release Quantity

- (1) The daily contractual entitlement that can be released by a Releasing Customer for a partial Day release is limited to the lesser of:
 - (i) the quantity contained in the Releasing Customer's Notice submitted by the Releasing Customer; or
 - (ii) a quantity equal to the difference between the MDTQ for the contract to be released by the Releasing Customer and the quantity scheduled for that period of the Day prior to the effective time of the release of the capacity, based upon the elapsed-prorated-scheduled quantity.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

- (2) If on the Day of a partial Day release the Releasing Customer's existing scheduled quantity exceeds the MDTQ remaining on the original contract after the award of the partial Day release, then the Releasing Customer must reduce its nominated quantity to a quantity that is equal to or less than the MDTQ remaining on the original contract.

9.3 Posting Requirements and Bid Periods. The capacity release timeline applies to all parties involved in the capacity release process provided that (1) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered, (2) for index-based capacity release transactions, Customer has provided Pipeline with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release. Pipeline shall complete the capacity release process in accordance with the timeline set forth in Section 9.3(a)(3) below if Releasing Customer's Notice includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Pipeline).

Pipeline shall post offers and bids, including prearranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Customer requests a later posting time, Pipeline shall support such request insofar as it comports with the standard timeline set forth in this Section 9.3(a). Any Releasing Customer's completed Notice will be posted on the LINK® System and by electronic data

interchange until the expiration of the Bid Period, except for those Releasing Customers' Notices for capacity releases identified in Section 9.4(a) below that are not subject to competitive bidding, which shall not be subject to bidding but shall be posted on Pipeline's Internet Web site as soon as possible, but not later than the first nomination, after the release transaction commences. All terms and conditions of completed capacity release transactions will be posted on the LINK® System, including the names of the Releasing Customers involved in the capacity release transaction; however, Pipeline shall not post any minimum conditions that Customer has elected not to disclose.

(a) Capacity Releases Subject to Bidding. The proposed duration of the Customer's release determines the minimum Bid Period for the Releasing Customer's Notice pursuant to this Section 9. These Bid Periods are as follows:

(1) Short Term. For biddable releases of one (1) year or less:

- Offers shall be tendered such that they can be posted by 9:00a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match or award is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
- The contract is issued within one hour of award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice

(2) Long Term. For biddable releases of more than one (1) year:

- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
 - If no match is required, the evaluation period ends and award is posted by 11:00 a.m.
 - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
 - The contract is issued within one hour of award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.
- (3) Timeline for Non-Standard Releases. For the capacity release business process timing model, only the following methodologies are required to be supported by Pipeline and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are (1) highest rate, (2) net revenue, and (3) present value. For index-based capacity release transactions, Releasing Customer shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) or any other special terms or conditions, will be accorded the same timeline evaluation treatment; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one Day later than gas could flow under the timeline set forth in Section 9.3(a)(1) or Section 9.3(a)(2).

9.4 Posting Requirements for Capacity Releases Not Subject to Bidding.

- (a) For releases that become effective on or after July 30, 2008, the following need not comply with the bidding requirements in this Section 9, but shall be subject to all other provisions of this Section 9:
- (1) a release for a period of thirty-one (31) Days or less,
 - (2) a release for more than one (1) year at the maximum tariff rate,
 - (3) a release of capacity to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations, and

- (4) a release of capacity to a marketer participating in a state-regulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations.

For releases that become effective on or after July 30, 2008, any release, with the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, with a term that is greater than thirty-one (31) days and less than or equal to one (1) year must be posted for bidding pursuant to Section 9.3 above, regardless of the proposed rate. Releasing Customer shall notify Pipeline of such non-biddable release by providing the information pursuant to Section 9.3. Such information will be posted on the LINK® System as required by Section 9.3. Contractual arrangements for releases not subject to bidding shall be processed in the same time period as those releases subject to bidding.

The information provided by the Releasing Customer pursuant to Section 9.2(a) will be posted on the LINK® System and by electronic data interchange as required by Section 9.3.

- (b) The standard timelines applicable to prearranged capacity releases that are not subject to the competitive bidding requirements are as follows:
- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 p.m. Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
 - Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's Notice, the Prearranged Customer must initiate confirmation of prearranged deals electronically.
 - The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no

circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.

- (c) When a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 9, a Releasing Customer may not rollover, extend, or in any way continue the capacity release to the same Replacement Customer which utilizes the same capacity or overlaps such capacity using the thirty-one (31) day or less bidding exemption described in Section 9.4(a) above until twenty-eight (28) days after the first release period has ended, subject to the restrictions in Section 9.11 herein. The twenty-eight (28) day hiatus does not apply to any re-release to the same Replacement Customer that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 9.4(a) above.
- (d) Notwithstanding the standard timelines specified in Section 9.4(b) above, Pipeline shall support a process to allow the Releasing Customer and the Pre-arranged Customer to create and finalize pre-arranged non-biddable capacity release transactions to be effective on a give Gas Day at any time prior to 7:00 a.m. on the calendar day on which that Gas Day ends.
- (e) All other provisions of this Section 9 shall apply, including the Releasing Customer's obligations under Section 9.6(b), and Replacement or Prearranged Customers' obligations under Section 9.6(c).

9.5 Allocation of Released Capacity.

- (a) Pipeline shall select the Best Bid as defined in Section 9.5(d) from among the bids received.
- (b) In the event a contingent bid is submitted pursuant to Section 9.2(a)(12), the bidder submitting the contingent bid shall have one hour from 10:00 a.m. to 11:00 a.m. on the day the Bid Period ends to satisfy or eliminate the contingency unless Releasing Customer's Notice provides for additional time for the bidder to satisfy or eliminate the contingency. Any bidder making such a contingent bid shall confirm to Pipeline via e-mail to link-help@enbridge.com that the contingency has been satisfied or eliminated. If the bidder fails to notify Pipeline that the contingency is not satisfied or eliminated within such time, such contingent bid shall be deemed rejected by Pipeline for failure to satisfy or eliminate the contingency. Any contingencies included in the bid must not be contrary to any applicable provision of this Tariff.
- (c) [Reserved for Future Use]

- (d) Pipeline shall evaluate bids in accordance with the bid evaluation method specified by the Customer pursuant to Section 9.2(a)(10).
- (1) If there is only one valid bid, Pipeline shall award the capacity to the bidder that submitted such bid, subject to any Prearranged Customer's exercise of its matching rights.
 - (2) If there is more than one valid bid, then, subject to any Prearranged Customer's exercise of its matching rights, Pipeline shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in the Releasing Customer's Notice, taking into account the price, volume and term of the bid, as applicable. If more than one bid yields the same value under this subsection (2), Pipeline shall award the capacity according to the method specified in the Releasing Customer's Notice ("Tie Break Method") as a means for awarding the released capacity among multiple equal bids.
 - (3) For purposes of determining the value of a bid, Pipeline shall use only the reservation charge (including reservation charges stated on a volumetric basis). If the bid evaluation method specified by the Releasing Customer is present value, Pipeline shall use a discount rate of ten (10) percent.
 - (4) Pipeline shall reject any bid which does not meet the other minimum specifications set forth in the Releasing Customer's Notice. In the event both a contingent bid and a non-contingent bid generate the same value, Pipeline shall reject the contingent bid even if the bid with no contingency was received later in time. If multiple bids meet the minimum conditions stated in the Releasing Customer's Notice, Pipeline shall award the capacity, best bid first, until all offered capacity has been awarded. For purposes of the foregoing, a Customer paying a Negotiated Rate is subject to the provisions of Section 24.
- (e) In the event that the Prearranged Customer desires to exercise its right to match the "best bid," the Prearranged Customer must notify Pipeline via the LINK® System.
- (f) Pipeline shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Pipeline's creditworthiness requirements applicable to all services that it receives from Pipeline, including the service represented by the capacity release.

9.6 Obligations of All Parties.

- (a) Obligations of Pipeline. Pipeline will be required pursuant to Section 2 of the GT&C to provide the LINK® System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 9. If the Replacement or Prearranged Customer satisfies Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline will tender to the Replacement or Prearranged Customer an addendum to the Capacity Release Umbrella Agreement incorporating the terms of the accepted bid. Pipeline will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain such capacity after the Service Agreement is executed.
- (b) Obligations of the Releasing Customer.
- (1) The Service Agreement of the Releasing Customer will remain in full force and effect, with a portion of the proceeds attributable to any release and assignment credited to the existing Releasing Customer's invoice as provided in Section 9.7. The Releasing Customer shall remain ultimately liable to Pipeline for all Reservation Charges (mainline and/or MNLFT) and Reservation Surcharges, if any, under the terms of its Service Agreement with Pipeline. However, no new obligation or liability is created as a result of such releases of the rights and obligations under the Service Agreement.
 - (2) If Pipeline waives any credit requirements for a Prearranged Customer or a Replacement Customer, Pipeline shall limit the liability of the Releasing Customer to the extent of such credit waiver, unless the Releasing Customers agrees to the waiver. To the extent Pipeline does not require continuing assurances of creditworthiness under Sections 3.7 and 3.8 of the GT&C for Prearranged Customers or Replacement Customers any less than it does the Releasing Customer, the Releasing Customer continues to be liable.
 - (3) In the event there is a request for a permanent release of Customer's capacity pursuant to Section 9.14 below, Pipeline will agree to discharge the Releasing Customer of liability, on a prospective basis, in whole or in part, provided (i) the Replacement Customer meets the credit requirements as specified in GT&C Section 3, (ii) it is reasonable to do so, and (iii) the Pipeline's lenders agree to such discharge.

(4) Recall Provisions.

Any Releasing Customer retaining the right of recall may exercise such right of recall by providing notification via the LINK® System to Pipeline in accordance with the notice requirements set forth in this section, provided such recall (i) conforms to the recall terms of such Releasing Customer's Notice; and (ii) does not constitute a waiver or modification of Section 5 of Pipeline's GT&C. Any Releasing Customer may exercise a right of recall, subject to the provisions of this Section 9.6(b), in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C.

Releasing Customer's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in Customer's Notice. Purchase of gas by a Releasing Customer from a Replacement Customer at the Releasing Customer's city gate point(s) shall not be deemed to be the exercise of a recall by the Releasing Customer.

The Releasing Customer shall provide capacity recall notification to Pipeline via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

Pipeline shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than

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

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

provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification.

Pipeline's notices of recalled capacity to all affected Replacement Customers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 9.6(c) of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Pipeline, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 5.4 of these General Terms and Conditions.

For recall notifications provided to Pipeline during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1, Intraday 2, or Intraday 3 recall notification period, the recall shall be effective at 2:00 p.m., 6:00 p.m., or 10:00 p.m., respectively, on the specified effective Gas Day.

(5) Partial Day Recall Quantity

The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:

- (i) The quantity specified in the Releasing Customer's notice to recall capacity; or
- (ii) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Pipeline by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the

Elapsed Prorata Capacity. In the event of a partial Day capacity recall, Pipeline shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Pipeline shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

(6) Reput Provisions

Pipeline shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 9.2(a)(3) above. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Pipeline of a reput of capacity is 8:00 a.m. to allow the Replacement Customer to submit timely nominations for gas to flow on the next Gas Day.

(7) Any Releasing Customer will have the right to withdraw its Customer's Notice any time prior to the close of the Bid Period associated with such Releasing Customer's Notice where unanticipated circumstances justify the withdrawal and no bids meeting the minimum conditions of Releasing Customer's Notice have been made. The Releasing Customer's Notice will be legally binding on the Releasing Customer until notice of withdrawal is received by Pipeline via the LINK® System. The reason for the withdrawal must be submitted to Pipeline for posting on the LINK® System.

(c) Obligations of Replacement or Prearranged Customers. The Replacement or Prearranged Customer must satisfy all other Pipeline Tariff provisions governing Customer eligibility and must execute all required agreements and acknowledgements before it may contract with Pipeline for the released capacity. In addition, as a pre-requisite to becoming a Replacement or Prearranged Customer, a party must have been placed by Pipeline on Pipeline's pre-approved bidder list that is posted on the

LINK® System and on Pipeline's Web site. To be placed on such list, a party must have been accepted by Pipeline as satisfying the credit standards of Section 3 of the GT&C and must continue to satisfy the credit standards of Section 3 when its bid is made and accepted or it is offered as a Prearranged Customer, as applicable. Pipeline shall process requests for credit approval with diligence. Any previously listed party that fails to continue to satisfy the standards of Section 3 of the GT&C shall be deleted from the list. A Replacement or Prearranged Customer will be deemed to have satisfied the credit requirements of Section 3 of the GT&C if the Releasing Customer agrees to guarantee the credit of such Replacement or Prearranged Customer. Any bid submitted via the LINK® System shall include an e-mail address for at least one contact person, which will not be posted. It is the bidder's responsibility to update e-mail address information provided to Pipeline, as necessary. Any bid submitted will legally bind the Replacement or Prearranged Customer to the terms of the bid if Pipeline chooses such bid as the Best Bid until notice of withdrawal is received by Pipeline via the LINK® System. Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINK® System; however, bids cannot be withdrawn after the Bid Period ends. Pipeline will allow any Prearranged Customer to match, in accordance with Section 9.3(a), the Best Bid after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid. Once the Replacement or Prearranged Customer is provided with an addendum to its Capacity Release Umbrella Agreement reflecting the terms of the capacity release transaction, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 9.2(a)(20) above. Nominations may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the GT&C; provided, however, in no circumstances will gas flow prior to the effective date of the release as specified in the Releasing Customer's Notice.

9.7 Billing.

- (a) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges (mainline and/or

MNLFT) reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, imbalances and/or other volumetric costs attributable to any capacity retained by such Releasing Customer and Pipeline shall credit the invoice of the Releasing Customer an amount equal to the Reservation Charges (mainline and/or MNLFT), surcharges and/or other fixed costs attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Releasing Customer in the event Pipeline is not paid such charges for the released capacity.

Pipeline shall notify a Releasing Customer in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C. The Replacement or Prearranged Customer shall be liable to Pipeline for all charges incurred by such Replacement or Prearranged Customer under the new Service Agreement addendum subject to the other terms of Pipeline's FERC Gas Tariff.

- (b) Notwithstanding the foregoing, Pipeline shall be entitled to bill an agreed upon amount when Pipeline, at the request of Releasing Customer and upon reaching an agreement with Releasing Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK® System and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Releasing Customer has a prearranged deal or where a Replacement Customer accepts a posted Releasing Customer's Notice without Pipeline actively marketing that released capacity.
- (c) For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Customer in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release.

9.8 Terms of Release.

- (a) Capacity released and available for resale by Pipeline under this Section 9 shall consist of the MDTQ and MATQ associated therewith and, if the Releasing Customer is proposing to release any of its primary points, the MDRO specified in Releasing Customer's Notice for the Point(s) of Receipt specified therein and/or the MDDO specified in such notice for

the Point(s) of Delivery specified therein. A Customer's release of a portion of the MDTQ under any Service Agreement shall operate as a release of a proportionate amount of the MATQ thereunder. The Customer acquiring capacity released under this Section 9 may use other Point(s) of Receipt and Point(s) of Delivery only as allowed under the applicable Rate Schedule and Service Agreement. Unless the Release is permanent and with no rights of recall, the new Service Agreement may not be amended to change Point(s) of Receipt or Point(s) of Delivery without the written consent of Releasing Customer.

- (b) If capacity is released during any Service Year, the Releasing Customer releasing such capacity shall have its MATQ reduced for such Service Year by the quantity received during such Service Year prior to the release and associated with the MDTQ so released. If a capacity release terminates during any Service Year, the Releasing Customer shall have its MATQ increased for such Service Year by the quantity received during such Service Year during the period of the release under the acquiring Customer's agreement.
- (c) Capacity resold under this Section 9, including capacity resold under the bidding exception of Section 9.4, shall be subject to the maximum rates, including any applicable surcharges, set forth in Pipeline's Statement of Rates for the applicable Rate Schedule; provided, however, for releases that become effective on or after July 30, 2008, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than or equal to one (1) year, unless such proposed release is to an asset manager or a marketer participating in a state-regulated retail access program, must be posted for bidding regardless of the proposed rate if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release; and provided further that, for releases that become effective on or after July 30, 2008, the rate for any release transaction with a term of one (1) year or less may exceed the maximum tariff rate for the applicable rate schedule, if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. If Releasing Customer specifies that the capacity may be released on a volumetric-rate basis, the volumetric rate for the release shall apply only to the reservation portion of the rate and shall be subject to the maximum volumetric rates set forth in Pipeline's Statement of Rates for the applicable Rate Schedule. Capacity released subject to recall is firm service subject to the same maximum rates as capacity released not subject to recall.

- (d) Capacity released hereunder shall be acquired by the Replacement Customer under the same Rate Schedule as that applying to the existing Service Agreement.

9.9 Pipeline's Rights to Terminate Temporary Capacity Releases. In the event of a temporary release for which (1) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Pipeline's credit requirements as outlined in Section 3 of Pipeline's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Pipeline (or, if Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges), then Pipeline shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. The Replacement or Prearranged Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

9.10 Notices to Releasing Customers.

Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Pipeline's Tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;

- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Pipeline's Tariff.

9.11 Any capacity released by a Releasing Customer who has exercised its most favored nations right in accordance with Section 1.11(A) of the Stipulation and Agreement approved by the Commission in Docket No. RP04-360 may be released in the secondary market (whether by that Releasing Customer or by a Replacement Customer), subject to the condition that such capacity is released at a rate not in excess of the rate that applies to the Releasing Customer's Service Agreement, such that the most favored nations benefit will be more effectively passed through to the broadest market possible.

9.12 Capacity Request Notice. Any party desiring to acquire firm capacity pursuant to this Section 9 must submit the following information to Pipeline via e-mail to link-help@enbridge.com:

- (a) the Replacement Customer's name and contact information;
- (b) the Maximum Daily Transportation Quantity desired;
- (c) the desired commencement date and term of the service;
- (d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation for the service;
- (e) the maximum rate(s) that Replacement Customer will pay for the service;
- (f) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and
- (g) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Pipeline shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

9.13 Index-based Capacity Release Transactions

- (a) [Reserved for Future Use]

- (b) For index-based capacity release transactions, Releasing Customer must specify which one of the following methods is acceptable for bidding on a given index-based Releasing Customer's Notice
- a percentage of formula,
 - a dollars and cents differential from the formula,
 - a dollars and cents differential from the Rate Floor, or
 - an approved methodology in Pipeline's tariff, if any.

When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the award shall be calculated as the greater of (i) the result of the formula or (ii) the Rate Floor plus the high bid's differential, both not to exceed Pipeline's maximum reservation rate, if applicable.

The Releasing Customer may specify another method in the special terms and conditions; however, the Releasing Customer's Notice will be processed within the capacity release timeline specified in Section 9.3(a)(3).

- (c) For index-based capacity release transactions, Pipeline shall support a Rate Floor to be specified by Releasing Customer in Releasing Customer's Notice.
- (d) Unless otherwise specified in the Pipeline's tariff, for index-based capacity release transactions where the result of the award is to be applied on a monthly basis, and the formula detailed in the capacity release award requires calculations on a daily basis, the results of such daily calculations may exceed the applicable maximum daily reservation rate or be less than the applicable minimum daily reservation rate. However, any resulting monthly reservation rate may not exceed Pipeline's maximum monthly reservation rate, as applicable, or be less than the Rate Floor specified in the capacity release award.

If the resulting monthly reservation rate exceeds Pipeline's maximum reservation rate, as applicable, Pipeline's maximum reservation rate shall be used for invoicing. If the resulting monthly reservation rate is less than the Rate Floor, the Rate Floor shall be used for invoicing.

- (e) For invoicing of volumetric index-based capacity release transactions, where the result of the formula detailed in the capacity release award is to be applied on a daily basis, if the calculated daily rate exceeds Pipeline's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Pipeline's maximum reservation rate or the Rate Floor, respectively, shall apply.

- (f) Pipeline shall support two non-public price index references that are representative of receipt and delivery points on its system for fixed-price transactions with next-day or next-month delivery obligations. In any event, Pipeline shall support all price indices it references in its FERC Gas Tariff. In addition, Pipeline shall evaluate those publicly available price index references requested by its Customers that do not require any license(s)/subscription(s) for their use and support those that are representative of the applicable receipt and delivery points. Further:
- (1) The identity of all supported price index references shall be posted on Pipeline's Informational Postings Web site, including the duration of the license(s)/subscription(s) for posted price index reference(s).
 - (2) Upon request of a Customer holding capacity that can be released on Pipeline's system, Pipeline, in consultation with its Customers, shall review the price index references (including publicly available price index references), and update the price index references to reflect the agreed upon results of that consultation. All parties shall act reasonably and in good faith in the review process. Pipeline shall not unreasonably withhold agreement to such proposed changes. Such review should occur no more frequently than annually.
 - (3) Releasing Customers requesting the use of price index references not supported by Pipeline will be responsible for providing/maintaining adequate license(s)/subscription(s) for Pipeline for such additional price index reference(s) such that Pipeline is able to reasonably determine that it is adequately licensed to fulfill its business responsibilities associated with index-based capacity release transactions. Such license(s)/subscription(s) shall, at a minimum be for the term of the initial release(s) that use such index references or until such index reference becomes generally supported by Pipeline as referenced above. These price index reference(s) will then be supported by Pipeline and available for index-based capacity release transactions for the duration of the license(s)/subscription(s) and their identity(ies) posted on Pipeline's Informational Postings Web site.
 - (4) Regarding paragraphs (2) and (3) above, Pipeline reserves the right, in its own discretion, to review any license(s)/subscription(s) that would legally bind Pipeline and to evaluate the legal propriety of same as it pertains to Pipeline. Pipeline may, with reasonable cause, require modification of the license(s)/subscription(s) to

resolve its concerns relative to any license(s)/subscription(s) that would legally bind Pipeline.

- (5) Each party involved in an index-based release activity assumes no liability for the use of price index information by other parties to the release. Pipeline's support of any price index reference does not make it responsible for ensuring that Releasing Customer(s) or Replacement Customer(s) possesses any license(s)/subscriptions(s) that may be required to use such price index reference.
- (g) For index-based capacity release transactions, upon mutual agreement between Releasing Customer and Pipeline, Releasing Customer shall provide Pipeline and Replacement Customer with the detailed calculation of the reservation rate(s). Except as provided below, this rate(s) will be stated on the invoice provided by Pipeline to Replacement Customer pursuant to the capacity release award. The results of Releasing Customer's calculations shall conform to the capacity release award and/or to Pipeline's minimum and maximum reservation rates, as applicable.
- For reservation and monthly volumetric index-based capacity release transactions, the detailed calculation shall be provided in a mutually agreed upon format no later than the second Business Day of the Month following the transportation under the release.
 - For volumetric index-based capacity release transactions requiring a daily rate calculation, the detailed calculation shall be provided in a report pursuant to Section 9.13(j) below.

If the report is not provided by the applicable deadline above or is deficient, Pipeline will notify Releasing Shipper to provide Pipeline with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Pipeline will invoice the Replacement Shipper the greater of the Rate Default specified in the Releasing Customer's Notice or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Pipeline by both Releasing Customer and Replacement Customer that prior period adjustments to the calculated reservation rates used in the invoice are appropriate, invoiced amounts can be revised subsequently, upward or downward, to conform to the capacity release award, subject to the standards governing prior period adjustments within the NAESB WGQ Invoicing Related Standards and the provisions of Section 15.5 of these General Terms and Conditions.

- (h) For index-based capacity release transactions, the rate to be used in the invoice shall be the greater of:
- the results of the calculation of the formula from the capacity release award (if the formula cannot be calculated, the Rate Default specified in Releasing Customer's Notice), or
 - the Rate Floor plus any differential as specified in the capacity release award.

The rate used in the invoice shall not be greater than Pipeline's maximum reservation rate, as applicable.

- (i) For index-based capacity release transactions, Pipeline shall support the ability of Releasing Customer to specify in the Releasing Customer's Notice a non-biddable Rate Default. The Rate Default cannot be less than the Rate Floor, if any.
- (j) For volumetric index-based capacity release transactions, where Releasing Customer performs invoicing calculations pursuant to Section 9.13(g) above, Pipeline shall provide allocated quantities to Releasing Customer according to a mutually agreed upon timetable. Releasing Customer shall have at least one Business Day to process the quantities prior to returning such invoicing information to Pipeline in a tabular format.

Pipeline shall provide the allocated quantities to Releasing Customer in a tabular file to be described by Pipeline. The first row of the file shall contain the column headers and data shall begin on the second row of the file. In addition, the first column shall contain the applicable Gas Day(s).

9.14 Permanent Capacity Releases

To the extent that any Customer desires to release all or any part of its firm rights under a Firm Service Agreement on a permanent basis, the procedures specified in this Section 9 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must provide the credit information as required by Section 3 of these General Terms and Conditions. For any permanent capacity release, the minimum bid acceptable to Pipeline shall be a bid for the remainder of the term of Customer's service agreement at the rate(s) Customer is obligated to pay Pipeline for the capacity to be permanently released. Pipeline may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Customer's request to permanently release capacity is denied by Pipeline, Pipeline shall notify Customer via e-mail and shall include in the notification the reasons for such denial. A Service Agreement shall be executed, as specified in Section 3.3 of these General Terms and Conditions, by Replacement Customer and Pipeline

following the completion of the permanent capacity release and the approval processes.

31. REPORTS WITH RESPECT TO TARIFF

- 31.1 Fuel Reimbursement Quantity. On an annual basis, Pipeline files its Fuel Retainage Quantity ("FRQ") report in accordance with Section 20 of the GT&C. The FRQ report contains: (1) the revised Fuel Retainage Percentages ("FRPs") for the 12 month period beginning in November, (2) a workpaper supporting the revised fuel requirements, (3) the calculation of the FRQ deferral allocation, (4) workpapers showing the monthly entries to the FRQ deferred balance for the period of August 1 through July 31, (5) the computation of each Customer's surcharge or refund for the FRQ Deferred Account balance as of July 31 of each year plus carrying charges, and (6) the calculation of the monthly carrying charges through November 1 of each year.
- 31.2 Contact Information. All contact with respect to the reports submitted pursuant to this Section 31 should be made to:

Christopher Harvey
Director, Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone: (713) 627-5113
Facsimile: (713) 627-5947

FERC GAS TARIFF
FILED AGREEMENTS
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

Christopher Harvey, Director, Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-5113
Facsimile Number: (713) 627-5947

FERC GAS TARIFF
STATEMENTS OF NEGOTIATED RATES
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

Christopher Harvey, Director, Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-5113
Facsimile Number: (713) 627-5947

FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1
(Supersedes First Revised Volume No. 1)
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

~~Janice K. Devers~~ Christopher Harvey, Director, TariffsRegulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-~~6170~~5113
Facsimile Number: (713) 627-~~5041~~5947

MAP

The system map may be displayed and downloaded at the Internet Web site below.

<https://linkwc.spectraenergyenbridge.com/SystemMaps/MNUSSystemMap.pdf>

1. DEFINITIONS

"Backhaul" shall mean movement of gas from a Point of Receipt to a Point of Delivery such that the contractual direction of movement on the mainline is at all times and at all points along the path in a direction opposite to the design flow of gas in the pipeline.

"Backstop Agreement" shall mean (i) that certain Agreement for Purchase of Unsubscribed Firm Capacity and Rate Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc. and (ii) that certain Backstop Service Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc., both of which were filed on January 22, 1999 with the Commission as part of Pipeline's amendment application in Docket No.CP96-809.

"British thermal unit (Btu)" shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5° Fahrenheit to 59.5° Fahrenheit at a constant pressure of 14.73 dry psia.

"Business Day" shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S. and similar holidays for transactions occurring in Canada and Mexico.

"Cash-out Party" shall mean any Customer or other contractually liable entity who has an imbalance under any agreement with Pipeline, which imbalance will be resolved in accordance with Sections 11.1 through 11.6 of the General Terms and Conditions. For the purposes of Sections 11.1 through 11.6, the term "Cash-out Party" shall include the "Cash-out OBA Party."

"Cash-out OBA Party" shall mean any OBA Party who has executed an Operational Balancing Agreement which provides for the resolution of imbalances on such agreement pursuant to the imbalance resolution procedures (netting, trading and cash-out) set forth in Sections 11.1 through 11.6 of the General Terms and Conditions. If an OBA Party is not a Cash-out OBA Party, then notwithstanding anything to the contrary in the General Terms and Conditions, Sections 11.1 through 11.6 will not apply to such OBA Party.

"Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Pipeline under the Natural Gas Act or successor or replacement legislation.

"Company Use Gas" shall mean the amount of gas used for fuel, including compressor and heater fuel; gas used for maintenance; gas lost as a result of Force Majeure events, the ownership of which cannot be reasonably identified; and unaccounted for gas. Changes in Company Use Gas shall be tracked pursuant to GT&C Section 20.

"Contract Path" shall mean the firm transportation path defined by the daily contract capacity rights from the Primary Point of Receipt to the Primary Point of Delivery.

"CT" shall mean Central Clock Time, which includes the recognition of Daylight Savings Time, whereas "CST" shall mean Central Standard Time.

"Cubic Foot" shall mean the volume of gas which occupies one Cubic Foot of space, measured according to Boyle's and Charles' Law for the measurement of gas under varying pressures with deviation therefrom as provided in Section 14 of these GT&C and on the measurement basis likewise specified in Section 14.

"Customer" shall mean an entity that has executed a Service Agreement in the form contained in this Tariff, providing for the transportation of gas by Pipeline.

"Customer's MES Quantity" shall have the meaning provided in Section 9.2 of Rate Schedule MN365.

"Customer MES Reservation Quantity" shall mean the lower of a) the highest quantity of MES service nominated by Customer for the applicable Day that is processed through a LINK® System batch validation procedure and that meets the requirements of Section 9.3 of rate Schedule MN365 and 2) the Customer's MES Quantity for the Day.

"Date of Commencement of Service" shall mean the date on which Pipeline is ready, willing and able to provide service and all contractual conditions to the commencement of service have been satisfied.

"Day" or "Gas Day" shall mean 9 a.m. to 9 a.m. (Central Clock Time).

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "Dekatherm" of gas shall mean the quantity of gas which contains one Dekatherm of heat energy.

"Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Pipeline to Customer to confirm the terms of the discount granted pursuant to Section 27 of the GT&C.

"Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

"GT&C" shall mean the General Terms and Conditions of Pipeline's FERC Gas Tariff, as effective from time to time.

"Imbalance Management Services" shall mean the options available to Customers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 11 of the General Terms and Conditions. These options include: TABS, Park and Loan, OBA (where applicable) and Imbalance Netting and Trading.

"Incremental Lateral" shall mean incremental pipeline facilities including a pipeline lateral and appurtenant facilities which extend from a point on Pipeline's existing mainline to a point of interconnection with the facilities of other parties for the benefit of only one or a limited number of customers.

"Intraday Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

"Joule" shall mean the unit of energy in the metric system, equal to the work done by a force of 1 Newton with a displacement of 1 meter in the direction of the force.

"LINK® System" shall mean the LINK® Customer Interface System.

"Long Term Service Agreement" shall mean a Service Agreement with a primary term of one year or more from the effective date of the Service Agreement.

"Managing Member" shall mean M&N Management Company, LLC or such other entity as the Maritimes & Northeast Pipeline, L.L.C. may designate.

"Maritimes & Northeast Pipeline Limited Partnership" shall mean the New Brunswick Limited Partnership that will own the pipeline system extending from Country Harbour, Nova Scotia, Canada to the international border between Canada and the United States where it interconnects with Maritimes & Northeast Pipeline, L.L.C.

"Maximum Annual Transportation Quantity" and "MATQ" shall mean the maximum quantity of natural gas in Dth which Pipeline is willing to receive for transportation for the account of Customer during any Service Year at all Point(s) of Receipt specified in an effective Service Agreement, exclusive of any applicable Fuel Retainage Quantity. The MATQ under any Service Agreement that provides for an MATQ that is equal to 365 times the MDTQ shall be increased by 1/365 during any leap year. For all other agreements, the MATQ shall be increased during any leap year by an amount equal to the MATQ multiplied by the quotient derived by dividing the MDTQ by the MATQ.

"Maximum Daily Delivery Obligation" and "MDDO" shall mean the maximum quantity of gas Pipeline is obligated to deliver to Customer, or for Customer's account, on any given Day at a point of delivery as set forth in Customer's Service Agreement.

"Maximum Daily Receipt Obligation" and "MDRO" shall mean the maximum quantity of gas Pipeline is obligated to receive for Customer's account on any given Day at a Point of Receipt as set forth in Customer's Service Agreement, exclusive of any applicable Fuel Retainage Quantity.

"Maximum Daily Transportation Quantity" and "MDTQ" shall mean the maximum daily quantity of gas exclusive of the Pipeline's Fuel Retainage Quantity that (a) Customer may tender for transportation in the aggregate to all Points of Receipt, and (b) Pipeline is required to deliver to all Points of Delivery; provided, however, Pipeline shall not be obligated to deliver gas at rates in excess of a uniform hourly rate unless agreed to otherwise by Pipeline and Customer.

"Maximum Loaned Quantity" and "MLQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Loan Service under Rate Schedule MNPAL.

"Maximum Parked Quantity" and "MPQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Park Service under Rate Schedule MNPAL.

"Mcf" shall mean one thousand (1,000) cubic feet of gas.

"MMBtu" shall mean one million Btu. One MMBtu equals one Dekatherm.

"MN365 Design Capacity" shall have the meaning provided in Section 9.1 of Rate Schedule MN365.

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:

- a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
- b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.

For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"OBA Party" shall mean the party that operates natural gas facilities which interconnect with Pipeline's facilities and who has executed an Operational Balancing Agreement with Pipeline.

"Operational Balancing Agreement" shall mean an agreement between Pipeline and an OBA Party that specifies the procedures to manage variances between scheduled quantities and actual quantities at an interconnection between the parties.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company, LLC or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Pipeline" shall mean the Maritimes & Northeast Pipeline, L.L.C. The term "Pipeline" expressly excludes any of the individual members of Pipeline, and any entity with which any member is affiliated except for the Maritimes & Northeast Pipeline, L.L.C.

"Posted Point of Restriction" shall mean any point or segment on Pipeline's system for which Pipeline has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

"Primary Point of Delivery" shall mean a Point of Delivery specified in a Service Agreement under a firm transportation rate schedule, at which Pipeline has a firm MDDO.

"Primary Point of Receipt" shall mean a Point of Receipt specified in a Service Agreement under a firm transportation service rate schedule, at which Pipeline has a firm MDRO.

"Quick Response" shall mean the NAESB WGQ EDI/EDM response used to communicate validation errors/warnings to a transaction submitted via the corresponding NAESB WGQ EDI/EDM transaction.

"Rate Default" shall describe, for index-based capacity release transactions, the non-biddable rate specified in Releasing Customer's Notice to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

"Rate Floor" shall describe, for index-based capacity release transactions, the lowest rate specified in Releasing Customer's Notice in dollars and cents that is acceptable to Releasing Customer. The Rate Floor may not be less than Pipeline's minimum reservation rate or zero cents where there is no stated minimum reservation rate.

"Request" shall mean a request for service which meets the requirements of Section 3 of the GT&C.

"Request Date" shall mean the date on which a Request is deemed valid under Section 3 of the GT&C.

"ROFR Agreement" shall mean (i) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for twelve (12) consecutive Months or more at the applicable maximum rate for that service; (ii) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for a term of more than one (1) year which is not available for twelve (12) consecutive Months; or (iii) a firm Service Agreement under one of Pipeline's open-access rate schedules that is subject to a negotiated or discounted rate agreement that Pipeline agrees, on a not unduly discriminatory basis, shall qualify as a ROFR Agreement, in which case such negotiated or discounted rate agreement shall expressly provide that the applicable firm Service Agreement qualifies as a ROFR Agreement.

"Service Agreement" shall mean the Service Agreement executed by the Customer and Pipeline or otherwise made effective and any exhibits, attachments and/or amendments thereto.

"Service Year" shall mean the period commencing on November 1 of any given calendar Year and ending the following October 31.

"Short Term Service Agreement" shall mean a Service Agreement with a primary term of less than one year from the effective date of the Service Agreement.

"System MES Percentage" shall have the meaning provided in Section 9.2 of Rate Schedule MN365.

"System MES Quantity" shall have the meaning provided in Section 9.1 of Rate Schedule MN365.

"Tariff" shall mean Pipeline's FERC Gas Tariff, including but not limited to Statements of Rates, rate schedules, General Terms and Conditions and forms of service agreement, as may be revised and effective from time to time.

"Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than Pipeline.

"Title Transfer" shall mean the change of title to gas between parties at a location.

"Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

"Title Transfer Tracking Service Provider" shall mean a party conducting the Title Transfer Tracking activity.

The terms "Tolls" and "Rates" as used in this Tariff and the Canadian tariff should be considered synonymous.

"Total Heating Value" shall mean the number of British Thermal Units produced by the complete combustion with air, of one dry Cubic Feet of gas at a constant pressure of 14.73 psia, and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature, and the water formed by combustion is condensed to the liquid state.

"Web site" shall mean Pipeline's HTML site accessible via the Internet's World Wide Web located at [http:// link.spectraenergyenbridge.com](http://link.spectraenergyenbridge.com).

2. **ELECTRONIC COMMUNICATION**

2.1. System Description

- (a) Pipeline provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 2.4(a) below, (iii) has designated a Local Security Administrator pursuant to Section 2.3 below, and (iv) if such party desires to transmit information to or receive information from Pipeline via electronic data interchange, has a trading partner agreement along with a related exhibit and worksheet (collectively referred to as the "Trading Partner Agreement") that was executed prior to September 1, 2013, or has requested and executed a Trading Partner Agreement electronically via the LINK® System on or after September 1, 2013. A party to a LINK® System Agreement or a Trading Partner Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Pipeline shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement or a Trading Partner Agreement on behalf of a party. For purposes of this Section 2 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes any Service Agreement pursuant to any of Pipeline's Rate Schedules and/or a capacity release umbrella agreement.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 2.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 2.

Pipeline reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Pipeline will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory

access to on-line LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

- (b) The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation Request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Pipeline shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety Days after completion and will then be archived. Archived information will be made available by Pipeline if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.
- (c) Customers' Notices pursuant to Section 9 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a Trading Partner Agreement with Pipeline pursuant to Section 2.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
- (1) requesting service under Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
 - (2) executing, tracking and amending certain Service Agreements under Pipeline's rate schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
 - (3) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Pipeline pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Pipeline under such section;

- (5) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Pipeline pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
- (6) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
- (7) viewing Pipeline's notice of an OFO as contemplated by Section 10 of the General Terms and Conditions;
- (8) effectuating Imbalance Netting and Trading pursuant to Sections 11.4 and 11.5 of the General Terms and Conditions;
- (9) requesting a discount of the maximum recourse rate(s) for service under Pipeline's Open-access Rate Schedules or viewing such discounts previously granted;
- (10) such other functions as may be available on the LINK® System from time to time; and
- (11) viewing a list of the holders of MNTABS Service Agreements.

2.2 Information. Pipeline shall post at least four times a day on the LINK® System and the Web site information relevant to the availability of firm and interruptible capacity at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the Web site will indicate whether the capacity is available from Pipeline directly or through Pipeline's capacity release mechanism as set forth in Section 9 of the General Terms and Conditions. The LINK® System and the Web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK® System and the Web site also include information allowed or required to be posted thereon by other provisions of the Tariff including Section 9, information that Pipeline is required to post pursuant to the Commission's regulations, or other information Pipeline chooses to post in furtherance of the operation of its system. Pipeline shall maintain on the LINK® System a Master Location List containing the following information for each Point of Receipt and Point of Delivery on Pipeline's system.

- (1) Name of the point;
- (2) Meter Number of the point;
- (3) Location (legal description) of the point;
- (4) Operator name and phone number to the extent available; and
- (5) Whether there is an Operational Balancing Agreement in effect at the point.

Such information shall be updated promptly whenever Point(s) of Receipt or Delivery are added to Pipeline's system.

2.3. Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 2.5 and 2.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.
- (c) Pipeline shall be entitled to rely upon the representation of LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Pipeline; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

2.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Pipeline via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Pipeline via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Pipeline.

- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Pipeline reserves the right to disable for due cause any USERID issued to any LINK® System User. Pipeline shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Pipeline. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Pipeline will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Pipeline of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@[spectraenergyenbridge.com](mailto:link-help@spectraenergyenbridge.com), or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Pipeline for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Pipeline of the need to delete such Local Security Administrator.
- (f) Pipeline warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this FERC Gas Tariff, no Pipeline employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

- (g) Any manual forms received by Pipeline prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Pipeline prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 2.

2.5 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Pipeline via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.
- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 2.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Pipeline. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 2.5(a) above or manually submitted prior to September 1, 2007, pursuant to Section 2.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Pipeline reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Pipeline.
- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the

requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.

- (d) It is the obligation of the LINK® System Subscriber to notify Pipeline via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 2.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Pipeline without consent from the non-requesting party.

2.6. LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Pipeline via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Pipeline may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 2.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.
- (c) Pipeline may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above or manually submitted prior to September 1, 2007, in accordance with Section 2.4(g) above. Pipeline may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Pipeline may grant Agent access to LINK® System

Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Pipeline from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party associated with Pipeline's reliance on Designation of Agency information provided pursuant to this Section 2.6.

- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Pipeline when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 2.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Pipeline without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 2.6(a) above. Pipeline shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Pipeline as such Service Agreements are effective from time to time, or

with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Pipeline that the agency relationship is terminated or superseded in accordance with Section 2.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Pipeline and LINK® System Subscriber.

2.7. Liability

- (a) Pipeline shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 26 of these General Terms and Conditions, that is not within the control of Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Pipeline and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Pipeline based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Pipeline from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Pipeline's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

- 2.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Pipeline utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Pipeline will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as

required by this FERC Gas Tariff. Customer shall provide Pipeline with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Sections 8 and 10 of these General Terms and Conditions to post notices on the LINK® System, Pipeline shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Pipeline. Customer shall be responsible for providing accurate e-mail notification information to Pipeline, including timely updates to such information as necessary. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Pipeline and Customer.

- 2.9. Rights to LINK® System. Pipeline or an affiliate of Pipeline is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Pipeline or an affiliate of Pipeline) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 2 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System.

9. CAPACITY RELEASE

This Section 9 sets forth a firm capacity release mechanism pursuant to which existing Customers can voluntarily release all or part of their firm service rights to others that want to obtain that firm capacity by entering into an agreement with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, open access, Part 284 Service Agreement only under this Section 9 of Pipeline's GT&C. Pipeline will use an open bidding format and will post each Releasing Customer's offer to release capacity (herein called "Releasing Customer's Notice") and all the bids against that Releasing Customer's Notice, except for the names of the bidders. Bids are to be based on the Reservation Charge (mainline and/or MNLFT) only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases shall be no greater than the 100% load factor equivalent of Pipeline's maximum Reservation Charge currently applicable to the service released, and for purposes of this Section 9, a Customer is entitled to specify a rate for capacity to be released equal to the maximum Reservation Charge, plus all applicable reservation surcharges. For releases that become effective on or after July 30, 2008, Customer, Replacement Customer or Prearranged Customer may specify in an offer to release capacity or a bid for capacity, as applicable, a rate in excess of the maximum rates referenced above if (i) the term of the release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. The bidding procedures set forth herein shall govern bidding for capacity that is made available pursuant to Section 4.2.

Pipeline has entered into that certain Backstop Agreement with Mobil Natural Gas Inc. ("Mobil"), pursuant to which Pipeline has agreed to provide reasonable notice to Mobil of any Request for firm transportation service (excluding Requests for Backhaul or displacement services), including the volume, terms and conditions requested, at a time when such capacity is not available directly from Pipeline in the primary market. Mobil has agreed to notify Pipeline, within twenty (20) days of receiving notice of such Request, whether Mobil desires to release its firm capacity under the Backstop Agreement for service to the requesting shipper. Pipeline and Mobil acknowledge in the Backstop Agreement that Pipeline cannot compel a requesting shipper to take capacity from any specific existing shipper.

9.1 Service Agreements Eligible For Capacity Release. Customers under any firm Service Agreement, except as specifically restricted by the applicable rate schedule, are permitted to release their firm capacity in whole or in part, on a full Day or a partial Day basis, on a permanent or temporary basis, and on a recallable or non-recallable basis. Such Releasing Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

9.2 Notice.

- (a) Notice of Capacity Release. A firm Customer that wants to release any or all of its capacity shall post the release on the LINK® System by the Posting Deadline as determined pursuant to Section 9.3 herein. Customer may elect not to reveal minimum conditions to anyone other than Pipeline. Any contingencies or special terms and conditions included in Releasing Customer's Notice must not be contrary to any applicable provision of this Tariff. Such Releasing Customer's Notice shall provide the terms and conditions of the release as follows:
- (1) Releasing Customer's service agreement number;
 - (2) on a permanent or temporary basis;
 - (3) on a recallable or non-recallable basis; and if recallable, (i) whether the recall rights are on a full Day or a partial Day basis, (ii) the specifics of any recall right, (iii) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (iv) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release.
 - (4) the Business Day upon which the Bid Period will expire if the Releasing Customer desires to establish a Bid Period that is longer than that specified in Section 9.3 herein;
 - (5) the MDTQ to be released, expressed as a numeric quantity, and, if the Releasing Customer is proposing to release any of its primary points and the associated point quantities, the specific locations and quantities to be released at specific locations, subject to the limitations described in Section 9.2(b) below;
 - (6) the period of time or term, including any objective, not unduly discriminatory right of recall;
 - (7) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Releasing Customer's Notice;

- (8) the minimum Reservation Charge (mainline and/or MNLFT), if any, or, if the Releasing Customer elects, the minimum Reservation Charge restated on a volumetric basis. For releases that become effective on or after July 30, 2008, the Releasing Customer may specify a minimum Reservation Charge requirement which is in excess of the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.
- (9) which one of the following methods is acceptable for bidding on Releasing Customer's Notice:
- Non-Index based release – dollars and cents
 - Non-Index based release – percentage of maximum rate, or
 - Index-based formula as detailed in Releasing Customer's Notice.
- The bids for Releasing Customer's Notice must adhere to the method specified by Releasing Customer.
- (10) for biddable releases, the bid evaluation method which shall be, at the Releasing Customer's option, one of the following three standard evaluation methods: highest rate, net revenue or present value; or alternative Releasing Customer defined bid evaluation methods pursuant to Section 9.2(a)(11) below. In addition to the bid evaluation method, the Releasing Customer must specify the tie-breaking methodology that Pipeline will apply to award capacity among multiple bids that yield the same value;
- (11) any alternative bid evaluation method submitted pursuant to item (10) above shall be objectively stated, applicable to all Replacement or Prearranged Customers and not unduly discriminatory, and shall be set forth with sufficient specificity that Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Pipeline;
- (12) whether contingent bids may be submitted and, if so, the date by which each contingent bidder will be required to satisfy or eliminate the contingency if Releasing Customer elects to allow the bidder additional time beyond the time period specified in Section 9.3(a) to satisfy or eliminate the contingency; ;
- (13) expiration of Matching Period if the Releasing Customer desires to establish a Matching Period that is longer than that specified in

Section 9.3 herein; Releasing Customer shall not be allowed to specify an extension of the original Bid Period or the Prearranged deal Matching Period without posting a new release;

- (14) any additional terms and conditions of releases that are objective and non-discriminatory;
- (15) e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Pipeline as necessary.
- (16) the recall notification period(s), as identified in Section 9.6(b)(4) below, that will be available for use by the parties.
- (17) the priorities that Pipeline is authorized to utilize in the event that overlapping nominations submitted by the Releasing Customer and any Replacement Customer are in excess of the Releasing Customer's original MDTQ;
- (18) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Primary Point(s) of Receipt and/or Primary Point(s) of Delivery after the capacity is awarded;
- (19) whether the Prearranged Customer is affiliated with the Releasing Customer;
- (20) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.
- (21) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if as part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect.
- (22) For releases that become effective on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Customer may exceed the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year

from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.

(b) Partial Day Release Quantity

- (1) The daily contractual entitlement that can be released by a Releasing Customer for a partial Day release is limited to the lesser of:
 - (i) the quantity contained in the Releasing Customer's Notice submitted by the Releasing Customer; or
 - (ii) a quantity equal to the difference between the MDTQ for the contract to be released by the Releasing Customer and the quantity scheduled for that period of the Day prior to the effective time of the release of the capacity, based upon the elapsed-prorated-scheduled quantity.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

- (2) If on the Day of a partial Day release the Releasing Customer's existing scheduled quantity exceeds the MDTQ remaining on the original contract after the award of the partial Day release, then the Releasing Customer must reduce its nominated quantity to a quantity that is equal to or less than the MDTQ remaining on the original contract.

9.3 Posting Requirements and Bid Periods. The capacity release timeline applies to all parties involved in the capacity release process provided that (1) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered, (2) for index-based capacity release transactions, Customer has provided Pipeline with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release. Pipeline shall complete the capacity release process in accordance with the timeline set forth in Section 9.3(a)(3) below if Releasing Customer's Notice includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Pipeline).

Pipeline shall post offers and bids, including prearranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Customer requests a later posting time, Pipeline shall support such request insofar as it comports with the standard timeline set forth in this Section 9.3(a). Any Releasing Customer's completed Notice will be posted on the LINK® System and by electronic data

interchange until the expiration of the Bid Period, except for those Releasing Customers' Notices for capacity releases identified in Section 9.4(a) below that are not subject to competitive bidding, which shall not be subject to bidding but shall be posted on Pipeline's Internet Web site as soon as possible, but not later than the first nomination, after the release transaction commences. All terms and conditions of completed capacity release transactions will be posted on the LINK® System, including the names of the Releasing Customers involved in the capacity release transaction; however, Pipeline shall not post any minimum conditions that Customer has elected not to disclose.

(a) Capacity Releases Subject to Bidding. The proposed duration of the Customer's release determines the minimum Bid Period for the Releasing Customer's Notice pursuant to this Section 9. These Bid Periods are as follows:

- (1) Short Term. For biddable releases of one (1) year or less:
 - Offers shall be tendered such that they can be posted by 9:00a.m. on a Business Day.
 - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
 - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
 - If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
 - Where match or award is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
 - The contract is issued within one hour of award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice

- (2) Long Term. For biddable releases of more than one (1) year:
 - Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 p.m. Noon.
- The contract is issued within one hour of award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.

- (3) Timeline for Non-Standard Releases. For the capacity release business process timing model, only the following methodologies are required to be supported by Pipeline and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are (1) highest rate, (2) net revenue, and (3) present value. For index-based capacity release transactions, Releasing Customer shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) or any other special terms or conditions, will be accorded the same timeline evaluation treatment; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one Day later than gas could flow under the timeline set forth in Section 9.3(a)(1) or Section 9.3(a)(2).

9.4 Posting Requirements for Capacity Releases Not Subject to Bidding.

- (a) For releases that become effective on or after July 30, 2008, the following need not comply with the bidding requirements in this Section 9, but shall be subject to all other provisions of this Section 9:
- (1) a release for a period of thirty-one (31) Days or less,
 - (2) a release for more than one (1) year at the maximum tariff rate,
 - (3) a release of capacity to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations, and

- (4) a release of capacity to a marketer participating in a state-regulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations.

For releases that become effective on or after July 30, 2008, any release, with the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, with a term that is greater than thirty-one (31) days and less than or equal to one (1) year must be posted for bidding pursuant to Section 9.3 above, regardless of the proposed rate. Releasing Customer shall notify Pipeline of such non-biddable release by providing the information pursuant to Section 9.3. Such information will be posted on the LINK® System as required by Section 9.3. Contractual arrangements for releases not subject to bidding shall be processed in the same time period as those releases subject to bidding.

The information provided by the Releasing Customer pursuant to Section 9.2(a) will be posted on the LINK® System and by electronic data interchange as required by Section 9.3.

- (b) The standard timelines applicable to prearranged capacity releases that are not subject to the competitive bidding requirements are as follows:
- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 p.m. Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
 - Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's Notice, the Prearranged Customer must initiate confirmation of prearranged deals electronically.
 - The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no

circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.

- (c) When a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 9, a Releasing Customer may not rollover, extend, or in any way continue the capacity release to the same Replacement Customer which utilizes the same capacity or overlaps such capacity using the thirty-one (31) day or less bidding exemption described in Section 9.4(a) above until twenty-eight (28) days after the first release period has ended, subject to the restrictions in Section 9.11 herein. The twenty-eight (28) day hiatus does not apply to any re-release to the same Replacement Customer that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 9.4(a) above.
- (d) Notwithstanding the standard timelines specified in Section 9.4(b) above, Pipeline shall support a process to allow the Releasing Customer and the Pre-arranged Customer to create and finalize pre-arranged non-biddable capacity release transactions to be effective on a give Gas Day at any time prior to 7:00 a.m. on the calendar day on which that Gas Day ends.
- (e) All other provisions of this Section 9 shall apply, including the Releasing Customer's obligations under Section 9.6(b), and Replacement or Prearranged Customers' obligations under Section 9.6(c).

9.5 Allocation of Released Capacity.

- (a) Pipeline shall select the Best Bid as defined in Section 9.5(d) from among the bids received.
- (b) In the event a contingent bid is submitted pursuant to Section 9.2(a)(12), the bidder submitting the contingent bid shall have one hour from 10:00 a.m. to 11:00 a.m. on the day the Bid Period ends to satisfy or eliminate the contingency unless Releasing Customer's Notice provides for additional time for the bidder to satisfy or eliminate the contingency. Any bidder making such a contingent bid shall confirm to Pipeline via e-mail to link-help@[spectraenergyenbridge.com](mailto:link-help@spectraenergyenbridge.com) that the contingency has been satisfied or eliminated. If the bidder fails to notify Pipeline that the contingency is not satisfied or eliminated within such time, such contingent bid shall be deemed rejected by Pipeline for failure to satisfy or eliminate the contingency. Any contingencies included in the bid must not be contrary to any applicable provision of this Tariff.
- (c) [Reserved for Future Use]

- (d) Pipeline shall evaluate bids in accordance with the bid evaluation method specified by the Customer pursuant to Section 9.2(a)(10).
- (1) If there is only one valid bid, Pipeline shall award the capacity to the bidder that submitted such bid, subject to any Prearranged Customer's exercise of its matching rights.
 - (2) If there is more than one valid bid, then, subject to any Prearranged Customer's exercise of its matching rights, Pipeline shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in the Releasing Customer's Notice, taking into account the price, volume and term of the bid, as applicable. If more than one bid yields the same value under this subsection (2), Pipeline shall award the capacity according to the method specified in the Releasing Customer's Notice ("Tie Break Method") as a means for awarding the released capacity among multiple equal bids.
 - (3) For purposes of determining the value of a bid, Pipeline shall use only the reservation charge (including reservation charges stated on a volumetric basis). If the bid evaluation method specified by the Releasing Customer is present value, Pipeline shall use a discount rate of ten (10) percent.
 - (4) Pipeline shall reject any bid which does not meet the other minimum specifications set forth in the Releasing Customer's Notice. In the event both a contingent bid and a non-contingent bid generate the same value, Pipeline shall reject the contingent bid even if the bid with no contingency was received later in time. If multiple bids meet the minimum conditions stated in the Releasing Customer's Notice, Pipeline shall award the capacity, best bid first, until all offered capacity has been awarded. For purposes of the foregoing, a Customer paying a Negotiated Rate is subject to the provisions of Section 24.
- (e) In the event that the Prearranged Customer desires to exercise its right to match the "best bid," the Prearranged Customer must notify Pipeline via the LINK® System.
- (f) Pipeline shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Pipeline's creditworthiness requirements applicable to all services that it receives from Pipeline, including the service represented by the capacity release.

9.6 Obligations of All Parties.

- (a) Obligations of Pipeline. Pipeline will be required pursuant to Section 2 of the GT&C to provide the LINK® System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 9. If the Replacement or Prearranged Customer satisfies Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline will tender to the Replacement or Prearranged Customer an addendum to the Capacity Release Umbrella Agreement incorporating the terms of the accepted bid. Pipeline will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain such capacity after the Service Agreement is executed.
- (b) Obligations of the Releasing Customer.
- (1) The Service Agreement of the Releasing Customer will remain in full force and effect, with a portion of the proceeds attributable to any release and assignment credited to the existing Releasing Customer's invoice as provided in Section 9.7. The Releasing Customer shall remain ultimately liable to Pipeline for all Reservation Charges (mainline and/or MNLFT) and Reservation Surcharges, if any, under the terms of its Service Agreement with Pipeline. However, no new obligation or liability is created as a result of such releases of the rights and obligations under the Service Agreement.
 - (2) If Pipeline waives any credit requirements for a Prearranged Customer or a Replacement Customer, Pipeline shall limit the liability of the Releasing Customer to the extent of such credit waiver, unless the Releasing Customers agrees to the waiver. To the extent Pipeline does not require continuing assurances of creditworthiness under Sections 3.7 and 3.8 of the GT&C for Prearranged Customers or Replacement Customers any less than it does the Releasing Customer, the Releasing Customer continues to be liable.
 - (3) In the event there is a request for a permanent release of Customer's capacity pursuant to Section 9.14 below, Pipeline will agree to discharge the Releasing Customer of liability, on a prospective basis, in whole or in part, provided (i) the Replacement Customer meets the credit requirements as specified in GT&C Section 3, (ii) it is reasonable to do so, and (iii) the Pipeline's lenders agree to such discharge.

(4) Recall Provisions.

Any Releasing Customer retaining the right of recall may exercise such right of recall by providing notification via the LINK® System to Pipeline in accordance with the notice requirements set forth in this section, provided such recall (i) conforms to the recall terms of such Releasing Customer's Notice; and (ii) does not constitute a waiver or modification of Section 5 of Pipeline's GT&C. Any Releasing Customer may exercise a right of recall, subject to the provisions of this Section 9.6(b), in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C.

Releasing Customer's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in Customer's Notice. Purchase of gas by a Releasing Customer from a Replacement Customer at the Releasing Customer's city gate point(s) shall not be deemed to be the exercise of a recall by the Releasing Customer.

The Releasing Customer shall provide capacity recall notification to Pipeline via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

Pipeline shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than

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

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

provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification.

Pipeline's notices of recalled capacity to all affected Replacement Customers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 9.6(c) of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Pipeline, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 5.4 of these General Terms and Conditions.

For recall notifications provided to Pipeline during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1, Intraday 2, or Intraday 3 recall notification period, the recall shall be effective at 2:00 p.m., 6:00 p.m., or 10:00 p.m., respectively, on the specified effective Gas Day.

(5) Partial Day Recall Quantity

The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:

- (i) The quantity specified in the Releasing Customer's notice to recall capacity; or
- (ii) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Pipeline by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the

Elapsed Prorata Capacity. In the event of a partial Day capacity recall, Pipeline shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Pipeline shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

(6) Reput Provisions

Pipeline shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 9.2(a)(3) above. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Pipeline of a reput of capacity is 8:00 a.m. to allow the Replacement Customer to submit timely nominations for gas to flow on the next Gas Day.

(7) Any Releasing Customer will have the right to withdraw its Customer's Notice any time prior to the close of the Bid Period associated with such Releasing Customer's Notice where unanticipated circumstances justify the withdrawal and no bids meeting the minimum conditions of Releasing Customer's Notice have been made. The Releasing Customer's Notice will be legally binding on the Releasing Customer until notice of withdrawal is received by Pipeline via the LINK® System. The reason for the withdrawal must be submitted to Pipeline for posting on the LINK® System.

(c) Obligations of Replacement or Prearranged Customers. The Replacement or Prearranged Customer must satisfy all other Pipeline Tariff provisions governing Customer eligibility and must execute all required agreements and acknowledgements before it may contract with Pipeline for the released capacity. In addition, as a pre-requisite to becoming a Replacement or Prearranged Customer, a party must have been placed by Pipeline on Pipeline's pre-approved bidder list that is posted on the

LINK® System and on Pipeline's Web site. To be placed on such list, a party must have been accepted by Pipeline as satisfying the credit standards of Section 3 of the GT&C and must continue to satisfy the credit standards of Section 3 when its bid is made and accepted or it is offered as a Prearranged Customer, as applicable. Pipeline shall process requests for credit approval with diligence. Any previously listed party that fails to continue to satisfy the standards of Section 3 of the GT&C shall be deleted from the list. A Replacement or Prearranged Customer will be deemed to have satisfied the credit requirements of Section 3 of the GT&C if the Releasing Customer agrees to guarantee the credit of such Replacement or Prearranged Customer. Any bid submitted via the LINK® System shall include an e-mail address for at least one contact person, which will not be posted. It is the bidder's responsibility to update e-mail address information provided to Pipeline, as necessary. Any bid submitted will legally bind the Replacement or Prearranged Customer to the terms of the bid if Pipeline chooses such bid as the Best Bid until notice of withdrawal is received by Pipeline via the LINK® System. Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINK® System; however, bids cannot be withdrawn after the Bid Period ends. Pipeline will allow any Prearranged Customer to match, in accordance with Section 9.3(a), the Best Bid after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid. Once the Replacement or Prearranged Customer is provided with an addendum to its Capacity Release Umbrella Agreement reflecting the terms of the capacity release transaction, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 9.2(a)(20) above. Nominations may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the GT&C; provided, however, in no circumstances will gas flow prior to the effective date of the release as specified in the Releasing Customer's Notice.

9.7 Billing.

- (a) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges (mainline and/or

MNLFT) reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, imbalances and/or other volumetric costs attributable to any capacity retained by such Releasing Customer and Pipeline shall credit the invoice of the Releasing Customer an amount equal to the Reservation Charges (mainline and/or MNLFT), surcharges and/or other fixed costs attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Releasing Customer in the event Pipeline is not paid such charges for the released capacity.

Pipeline shall notify a Releasing Customer in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C. The Replacement or Prearranged Customer shall be liable to Pipeline for all charges incurred by such Replacement or Prearranged Customer under the new Service Agreement addendum subject to the other terms of Pipeline's FERC Gas Tariff.

- (b) Notwithstanding the foregoing, Pipeline shall be entitled to bill an agreed upon amount when Pipeline, at the request of Releasing Customer and upon reaching an agreement with Releasing Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK® System and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Releasing Customer has a prearranged deal or where a Replacement Customer accepts a posted Releasing Customer's Notice without Pipeline actively marketing that released capacity.
- (c) For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Customer in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release.

9.8 Terms of Release.

- (a) Capacity released and available for resale by Pipeline under this Section 9 shall consist of the MDTQ and MATQ associated therewith and, if the Releasing Customer is proposing to release any of its primary points, the MDRO specified in Releasing Customer's Notice for the Point(s) of Receipt specified therein and/or the MDDO specified in such notice for

the Point(s) of Delivery specified therein. A Customer's release of a portion of the MDTQ under any Service Agreement shall operate as a release of a proportionate amount of the MATQ thereunder. The Customer acquiring capacity released under this Section 9 may use other Point(s) of Receipt and Point(s) of Delivery only as allowed under the applicable Rate Schedule and Service Agreement. Unless the Release is permanent and with no rights of recall, the new Service Agreement may not be amended to change Point(s) of Receipt or Point(s) of Delivery without the written consent of Releasing Customer.

- (b) If capacity is released during any Service Year, the Releasing Customer releasing such capacity shall have its MATQ reduced for such Service Year by the quantity received during such Service Year prior to the release and associated with the MDTQ so released. If a capacity release terminates during any Service Year, the Releasing Customer shall have its MATQ increased for such Service Year by the quantity received during such Service Year during the period of the release under the acquiring Customer's agreement.
- (c) Capacity resold under this Section 9, including capacity resold under the bidding exception of Section 9.4, shall be subject to the maximum rates, including any applicable surcharges, set forth in Pipeline's Statement of Rates for the applicable Rate Schedule; provided, however, for releases that become effective on or after July 30, 2008, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than or equal to one (1) year, unless such proposed release is to an asset manager or a marketer participating in a state-regulated retail access program, must be posted for bidding regardless of the proposed rate if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release; and provided further that, for releases that become effective on or after July 30, 2008, the rate for any release transaction with a term of one (1) year or less may exceed the maximum tariff rate for the applicable rate schedule, if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. If Releasing Customer specifies that the capacity may be released on a volumetric-rate basis, the volumetric rate for the release shall apply only to the reservation portion of the rate and shall be subject to the maximum volumetric rates set forth in Pipeline's Statement of Rates for the applicable Rate Schedule. Capacity released subject to recall is firm service subject to the same maximum rates as capacity released not subject to recall.

- (d) Capacity released hereunder shall be acquired by the Replacement Customer under the same Rate Schedule as that applying to the existing Service Agreement.

9.9 Pipeline's Rights to Terminate Temporary Capacity Releases. In the event of a temporary release for which (1) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Pipeline's credit requirements as outlined in Section 3 of Pipeline's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Pipeline (or, if Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges), then Pipeline shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. The Replacement or Prearranged Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

9.10 Notices to Releasing Customers.

Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Pipeline's Tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;

- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Pipeline's Tariff.

9.11 Any capacity released by a Releasing Customer who has exercised its most favored nations right in accordance with Section 1.11(A) of the Stipulation and Agreement approved by the Commission in Docket No. RP04-360 may be released in the secondary market (whether by that Releasing Customer or by a Replacement Customer), subject to the condition that such capacity is released at a rate not in excess of the rate that applies to the Releasing Customer's Service Agreement, such that the most favored nations benefit will be more effectively passed through to the broadest market possible.

9.12 Capacity Request Notice. Any party desiring to acquire firm capacity pursuant to this Section 9 must submit the following information to Pipeline via e-mail to link-help@spectraenergyenbridge.com:

- (a) the Replacement Customer's name and contact information;
- (b) the Maximum Daily Transportation Quantity desired;
- (c) the desired commencement date and term of the service;
- (d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation for the service;
- (e) the maximum rate(s) that Replacement Customer will pay for the service;
- (f) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and
- (g) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Pipeline shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

9.13 Index-based Capacity Release Transactions

- (a) [Reserved for Future Use]

- (b) For index-based capacity release transactions, Releasing Customer must specify which one of the following methods is acceptable for bidding on a given index-based Releasing Customer's Notice
- a percentage of formula,
 - a dollars and cents differential from the formula,
 - a dollars and cents differential from the Rate Floor, or
 - an approved methodology in Pipeline's tariff, if any.

When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the award shall be calculated as the greater of (i) the result of the formula or (ii) the Rate Floor plus the high bid's differential, both not to exceed Pipeline's maximum reservation rate, if applicable.

The Releasing Customer may specify another method in the special terms and conditions; however, the Releasing Customer's Notice will be processed within the capacity release timeline specified in Section 9.3(a)(3).

- (c) For index-based capacity release transactions, Pipeline shall support a Rate Floor to be specified by Releasing Customer in Releasing Customer's Notice.
- (d) Unless otherwise specified in the Pipeline's tariff, for index-based capacity release transactions where the result of the award is to be applied on a monthly basis, and the formula detailed in the capacity release award requires calculations on a daily basis, the results of such daily calculations may exceed the applicable maximum daily reservation rate or be less than the applicable minimum daily reservation rate. However, any resulting monthly reservation rate may not exceed Pipeline's maximum monthly reservation rate, as applicable, or be less than the Rate Floor specified in the capacity release award.

If the resulting monthly reservation rate exceeds Pipeline's maximum reservation rate, as applicable, Pipeline's maximum reservation rate shall be used for invoicing. If the resulting monthly reservation rate is less than the Rate Floor, the Rate Floor shall be used for invoicing.

- (e) For invoicing of volumetric index-based capacity release transactions, where the result of the formula detailed in the capacity release award is to be applied on a daily basis, if the calculated daily rate exceeds Pipeline's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Pipeline's maximum reservation rate or the Rate Floor, respectively, shall apply.

- (f) Pipeline shall support two non-public price index references that are representative of receipt and delivery points on its system for fixed-price transactions with next-day or next-month delivery obligations. In any event, Pipeline shall support all price indices it references in its FERC Gas Tariff. In addition, Pipeline shall evaluate those publicly available price index references requested by its Customers that do not require any license(s)/subscription(s) for their use and support those that are representative of the applicable receipt and delivery points. Further:
- (1) The identity of all supported price index references shall be posted on Pipeline's Informational Postings Web site, including the duration of the license(s)/subscription(s) for posted price index reference(s).
 - (2) Upon request of a Customer holding capacity that can be released on Pipeline's system, Pipeline, in consultation with its Customers, shall review the price index references (including publicly available price index references), and update the price index references to reflect the agreed upon results of that consultation. All parties shall act reasonably and in good faith in the review process. Pipeline shall not unreasonably withhold agreement to such proposed changes. Such review should occur no more frequently than annually.
 - (3) Releasing Customers requesting the use of price index references not supported by Pipeline will be responsible for providing/maintaining adequate license(s)/subscription(s) for Pipeline for such additional price index reference(s) such that Pipeline is able to reasonably determine that it is adequately licensed to fulfill its business responsibilities associated with index-based capacity release transactions. Such license(s)/subscription(s) shall, at a minimum be for the term of the initial release(s) that use such index references or until such index reference becomes generally supported by Pipeline as referenced above. These price index reference(s) will then be supported by Pipeline and available for index-based capacity release transactions for the duration of the license(s)/subscription(s) and their identity(ies) posted on Pipeline's Informational Postings Web site.
 - (4) Regarding paragraphs (2) and (3) above, Pipeline reserves the right, in its own discretion, to review any license(s)/subscription(s) that would legally bind Pipeline and to evaluate the legal propriety of same as it pertains to Pipeline. Pipeline may, with reasonable cause, require modification of the license(s)/subscription(s) to

resolve its concerns relative to any license(s)/subscription(s) that would legally bind Pipeline.

- (5) Each party involved in an index-based release activity assumes no liability for the use of price index information by other parties to the release. Pipeline's support of any price index reference does not make it responsible for ensuring that Releasing Customer(s) or Replacement Customer(s) possesses any license(s)/subscriptions(s) that may be required to use such price index reference.
- (g) For index-based capacity release transactions, upon mutual agreement between Releasing Customer and Pipeline, Releasing Customer shall provide Pipeline and Replacement Customer with the detailed calculation of the reservation rate(s). Except as provided below, this rate(s) will be stated on the invoice provided by Pipeline to Replacement Customer pursuant to the capacity release award. The results of Releasing Customer's calculations shall conform to the capacity release award and/or to Pipeline's minimum and maximum reservation rates, as applicable.
- For reservation and monthly volumetric index-based capacity release transactions, the detailed calculation shall be provided in a mutually agreed upon format no later than the second Business Day of the Month following the transportation under the release.
 - For volumetric index-based capacity release transactions requiring a daily rate calculation, the detailed calculation shall be provided in a report pursuant to Section 9.13(j) below.

If the report is not provided by the applicable deadline above or is deficient, Pipeline will notify Releasing Shipper to provide Pipeline with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Pipeline will invoice the Replacement Shipper the greater of the Rate Default specified in the Releasing Customer's Notice or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Pipeline by both Releasing Customer and Replacement Customer that prior period adjustments to the calculated reservation rates used in the invoice are appropriate, invoiced amounts can be revised subsequently, upward or downward, to conform to the capacity release award, subject to the standards governing prior period adjustments within the NAESB WGQ Invoicing Related Standards and the provisions of Section 15.5 of these General Terms and Conditions.

- (h) For index-based capacity release transactions, the rate to be used in the invoice shall be the greater of:
- the results of the calculation of the formula from the capacity release award (if the formula cannot be calculated, the Rate Default specified in Releasing Customer's Notice), or
 - the Rate Floor plus any differential as specified in the capacity release award.

The rate used in the invoice shall not be greater than Pipeline's maximum reservation rate, as applicable.

- (i) For index-based capacity release transactions, Pipeline shall support the ability of Releasing Customer to specify in the Releasing Customer's Notice a non-biddable Rate Default. The Rate Default cannot be less than the Rate Floor, if any.
- (j) For volumetric index-based capacity release transactions, where Releasing Customer performs invoicing calculations pursuant to Section 9.13(g) above, Pipeline shall provide allocated quantities to Releasing Customer according to a mutually agreed upon timetable. Releasing Customer shall have at least one Business Day to process the quantities prior to returning such invoicing information to Pipeline in a tabular format.

Pipeline shall provide the allocated quantities to Releasing Customer in a tabular file to be described by Pipeline. The first row of the file shall contain the column headers and data shall begin on the second row of the file. In addition, the first column shall contain the applicable Gas Day(s).

9.14 Permanent Capacity Releases

To the extent that any Customer desires to release all or any part of its firm rights under a Firm Service Agreement on a permanent basis, the procedures specified in this Section 9 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must provide the credit information as required by Section 3 of these General Terms and Conditions. For any permanent capacity release, the minimum bid acceptable to Pipeline shall be a bid for the remainder of the term of Customer's service agreement at the rate(s) Customer is obligated to pay Pipeline for the capacity to be permanently released. Pipeline may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Customer's request to permanently release capacity is denied by Pipeline, Pipeline shall notify Customer via e-mail and shall include in the notification the reasons for such denial. A Service Agreement shall be executed, as specified in Section 3.3 of these General Terms and Conditions, by Replacement Customer and Pipeline

following the completion of the permanent capacity release and the approval processes.

31. REPORTS WITH RESPECT TO TARIFF

31.1 Fuel Reimbursement Quantity. On an annual basis, Pipeline files its Fuel Retainage Quantity ("FRQ") report in accordance with Section 20 of the GT&C. The FRQ report contains: (1) the revised Fuel Retainage Percentages ("FRPs") for the 12 month period beginning in November, (2) a workpaper supporting the revised fuel requirements, (3) the calculation of the FRQ deferral allocation, (4) workpapers showing the monthly entries to the FRQ deferred balance for the period of August 1 through July 31, (5) the computation of each Customer's surcharge or refund for the FRQ Deferred Account balance as of July 31 of each year plus carrying charges, and (6) the calculation of the monthly carrying charges through November 1 of each year.

31.2 Contact Information. All contact with respect to the reports submitted pursuant to this Section 31 should be made to:

~~Janice K. Devers~~Christopher Harvey
Director, ~~Tariffs~~Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone: (713) 627-~~61705113~~
Facsimile: (713) 627-~~50415947~~

FERC GAS TARIFF
FILED AGREEMENTS
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

~~Janice K. Devers~~ Christopher Harvey, Director, ~~Tariffs~~ Regulatory
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-~~6170~~ 5113
Facsimile Number: (713) 627-~~5041~~ 5947

FERC GAS TARIFF
STATEMENTS OF NEGOTIATED RATES
of
MARITIMES & NORTHEAST PIPELINE, L.L.C.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

~~Janice K. Devers~~[Christopher Harvey](#), Director, ~~Tariffs~~[Regulatory](#)
M&N Management Company, LLC
5400 Westheimer Court
Houston, Texas 77056
Telephone Number: (713) 627-~~6170~~[5113](#)
Facsimile Number: (713) 627-~~5041~~[5947](#)

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Maritimes & Northeast Pipeline, L.L.C. and interested state commissions that have requested electronic service.

Dated at Houston, Texas, this 21st day of October 2020.

/s/ Lauren Carr

Lauren Carr
On behalf of
Maritimes & Northeast Pipeline, L.L.C.