

Steckman Ridge, LP
5400 Westheimer Court
Houston, TX 77056

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October 21, 2020

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

Re: *Steckman Ridge, LP*, 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 Steckman Ridge, LP (“Steckman Ridge”) hereby submits for filing as part of its FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”) and its FERC Gas Tariff, Filed Agreements (“Filed Agreements Tariff”), the tariff records listed in Appendix A to be effective on November 23, 2020.

STATEMENT OF NATURE, REASONS AND BASIS

By this filing, Steckman Ridge is modifying its Tariff to reflect changes to the way its electronic bulletin board system is accessed and modifying its Tariff and its Filed Agreements Tariff 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. Steckman Ridge 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, Steckman Ridge 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 Steckman Ridge’s system map can be accessed;
- (2) Updating the definition for “Internet 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), 5.8(b)(4), and 5.18.

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 Steckman Ridge and its affiliated pipelines to be made.

In addition, Steckman Ridge is modifying the title pages of its Tariff and its Filed Agreements Tariff to update the name and contact information for the person to whom communications regarding each should be directed.

PROPOSED EFFECTIVE DATE

Steckman Ridge proposes an effective date of November 23, 2020, for the tariff records filed herein. Steckman Ridge 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), Steckman Ridge 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, Steckman Ridge 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 Steckman Ridge's 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 Section 390 of the Commission's regulations, 18 C.F.R. § 390.

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CORRESPONDENCE AND COMMUNICATION

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

* Christopher Harvey, Director, Regulatory
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and

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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,

/s/ Christopher Harvey

Christopher Harvey, Director
Regulatory

Enclosures

STECKMAN RIDGE, LP

APPENDIX A

First Revised Volume No. 1

<u>Version</u>	<u>Section (Description & Title)</u>	
1.0.0	Tariff	First Revised Volume No. 1
3.0.0	Part 3	System Map
	<i>Part 6 – General Terms and Conditions</i>	
4.0.0	1.	Definitions
2.0.0	2.	Electronic Communication
6.0.0	5.	Capacity Release

Filed Agreements Tariff

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

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
(Supersedes Steckman Ridge, LP
Original Volume No. 1)
of
STECKMAN RIDGE, LP

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed to:

Christopher Harvey
Director, Regulatory
Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Telephone: (713) 627-5113
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MAP OF SYSTEM

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

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

1. DEFINITIONS

"Accelerated Injections" shall mean an hourly flow rate in excess of 1/24 th of the MDIQ or MDRO specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit B to Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Accelerated Withdrawals" shall mean an hourly flow rate in excess of 1/24 th of the MDWQ or MDDO specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit B to Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Btu" shall mean one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit.

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

"Contract Year" shall mean the twelve (12) Month period beginning on the date service under a Service Agreement commences and each subsequent twelve Month period thereafter during the term of the Service Agreement.

"Critical Notices" shall mean information pertaining to Steckman Ridge's conditions that affect scheduling or adversely affect scheduled Gas flow.

"Cubic Foot of Gas" shall mean the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.

"Customer" shall mean the party that executes a Service Agreement with Steckman Ridge.

"Customer's Stored Gas" or "Gas Stored" shall mean the quantity of Gas (stated in Dth) stored by Steckman Ridge for Customer's account.

"Customer's Transporter" shall mean the interconnected pipeline delivering Customer's Gas to the Point of Receipt or the interconnected pipeline receiving Customer's Gas at the Point of Delivery.

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas which contains one dekatherm of heat energy.

"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 hourly use of the capacity.

"Elapsed-Prorated-Scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

"Electronic Notice Delivery" means the delivery of notices via Internet e-mail and/or EDI/EDM.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor agency.

"Fuel Reimbursement" shall have the meaning set forth in Section 11 of the General Terms and Conditions of this FERC Gas Tariff.

"Gas" shall mean natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells, residue gas resulting from processing both casinghead gas and gas well gas, and gas produced by the vaporization of liquefied natural gas.

"Gas Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time).

"Internet Web site" shall mean Steckman Ridge's HTML site accessible via the Internet's World Wide Web located at <http://link.enbridge.com>.

"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.

"Loan Balance" shall mean the quantity of Gas, expressed in Dth, that Steckman Ridge has loaned to Customer.

"Maximum Daily Delivery Obligation" or "MDDO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall deliver at a Point of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at all Point(s) of Receipt for injection into storage at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Receipt Obligation" or "MDRO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at a Point of Receipt at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall withdraw from storage and tender to Customer at all Point(s) of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and borrow from Steckman Ridge at Steckman Ridge's facilities located in Bedford County, Pennsylvania, as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and park in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and store in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first day of the next succeeding calendar month.

"Operational Flow Order" or "OFO" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Steckman Ridge's system or to maintain operations required to provide efficient and reliable firm service. Whenever Steckman Ridge experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

"Overrun Quantity" or "Excess Gas" shall mean any quantity that is not within Customer's entitlements as specified in Customer's Firm Storage Service Agreement or Customer's No-Notice Storage Service Agreement, as applicable. Such quantities shall be deemed as interruptible service.

"Park Balance" shall mean the quantity of Gas, expressed in Dth, parked in Steckman Ridge's storage facilities for Customer's account.

"Point(s) of Delivery" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall tender Gas to Customer.

"Point(s) of Receipt" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall receive Gas from Customer.

"Psig" shall mean pounds per square inch gauge.

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

"Releasing Customer" shall mean a Customer who has agreed to release some or all of its rights to capacity under its Firm Storage Service Agreement or Customer's No-Notice Storage Service Agreement, as applicable.

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

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

"Replacement Customer" shall mean a Customer who has assumed any rights to capacity released by a Releasing Customer.

"Service Agreement" shall mean the agreement executed by Customer and Steckman Ridge, and any exhibits, attachments and/or amendments thereto.

"Storage Inventory" shall mean the quantity of Gas, expressed in Dth, that a Customer has in place in Steckman Ridge's storage facilities for Customer's account.

"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.

2. ELECTRONIC COMMUNICATIONS

2.1 System Description

- (a) Steckman Ridge 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 or has executed a LINK® System Agreement electronically via the LINK® System, (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 Steckman Ridge 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 shall be an acknowledgement of that authority. Steckman Ridge 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 Steckman Ridge's rate schedules and/or a capacity release umbrella agreement between Customer and Steckman Ridge.

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.

Steckman Ridge 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. Steckman Ridge 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. Steckman Ridge shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Internet 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 Steckman Ridge 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' offers to release capacity pursuant to Section 5 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 Steckman Ridge 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 Steckman Ridge's rate schedules;
 - (2) executing, tracking and amending Service Agreements under Steckman Ridge's rate schedules;
 - (3) providing nominations, and viewing allocations and operational imbalances under all rate schedules as a Customer of Steckman Ridge pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Customer of Steckman Ridge pursuant to Section 3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Steckman Ridge under such section;
 - (5) exercising its rights as a Customer of Steckman Ridge pursuant to Section 5 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 Steckman Ridge 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 Steckman Ridge's notice of an OFO as contemplated by Section 14.5 of the General Terms and Conditions; and
- (8) such other functions as may be available on the LINK® System from time to time.

When necessary, Steckman Ridge will post on the LINK® System and the Internet Web site, as appropriate, available information about the imbalance and overrun status of each Customer and the system.

2.2 Information. Steckman Ridge shall post at least four times a day on the LINK® System and the Internet Web site information relevant to the availability of firm and interruptible capacity in its facility. The LINK® System and the Internet Web site will indicate whether the capacity is available from Steckman Ridge directly or through Steckman Ridge's capacity release mechanism as set forth in Section 5 of the General Terms and Conditions. The LINK® System and the Internet Web site shall provide the best available information about imbalances on a daily basis. The LINK® System and the Internet Web site also include information allowed or required to be posted thereon by other provisions of the tariff including Section 5, information that Steckman Ridge is required to post pursuant to the Commission's regulations, or other information Steckman Ridge chooses to post in furtherance of the operation of its 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) Steckman Ridge shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by Local Security Administrator may:
- (1) transmit information to Steckman Ridge;
 - (2) view information posted on the LINK® System; and/or
 - (3) 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 Steckman Ridge 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 Steckman Ridge via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Steckman Ridge.
- (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) Steckman Ridge reserves the right to disable, for due cause, any USERID issued to any LINK® System User. Steckman Ridge 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 Steckman Ridge. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge of the need to delete such Local Security Administrator.
- (f) Steckman Ridge warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in Section 5 of these General Terms and Conditions, no Steckman Ridge 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.

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 Steckman Ridge 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 Steckman Ridge. 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 is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Steckman Ridge 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 Steckman Ridge.
- (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 to Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber identified on the Designation of Affiliated Companies Form 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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. Steckman Ridge 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) Steckman Ridge may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge harmless 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 Steckman Ridge by any party associated with Steckman Ridge'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 Steckman Ridge 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 Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge and LINK® System Subscriber.

2.7 Liability

- (a) Steckman Ridge 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 29 of these General Terms and Conditions, that is not within the control of Steckman Ridge and which by the exercise of due diligence Steckman Ridge is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Steckman Ridge and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Steckman Ridge 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 Steckman Ridge harmless from and against any and all claims, demands and/or actions, and 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 Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge 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. Steckman Ridge will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff; Customer shall provide Steckman Ridge 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 13 and 14 of these General Terms and Conditions to post notices on the LINK® System, Steckman Ridge 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 Steckman Ridge. Customer shall be responsible for providing accurate e-mail notification information to Steckman Ridge, 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 Steckman Ridge and Customer.

2.9 Rights to LINK® System. Steckman Ridge or an affiliate of Steckman Ridge 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 Steckman Ridge or an affiliate of Steckman Ridge) 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.

As part of Steckman Ridge's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Steckman Ridge will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

5. CAPACITY RELEASE

Any Customer under Rate Schedule FSS or NNSS may seek to release to others all or a portion of its firm service entitlements on a full day or a partial Day basis, on a permanent or a temporary basis, and on a recallable or non-recallable basis, subject to the procedures set forth in this Section 5.

- 5.1 Pre-arranged Releases. Customer may designate an entity (a "Prearranged Customer") to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 5.3 and 5.7, herein, with the Prearranged Customer being given a right to match the best bid submitted during the bid period. If a pre-arranged transaction with a Prearranged Customer is for a period of thirty-one (31) Days or less, the Releasing Customer shall provide notice to Steckman Ridge in accordance with this section and may implement the release without complying with such prior posting and bidding procedures; provided, however, 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 5, 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) Days or less bidding exemption described in Section 5.4(d)(1) below until twenty-eight (28) Days after the first release period has ended. 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 5.4(d)(1) below. Notice of such exempted releases shall be posted on the LINK® System in accordance with Section 5.4 herein.
- 5.2 Notice of Offer. A Customer offering to release firm service entitlements shall notify Steckman Ridge via the LINK® System of the terms of its offer by the posting deadline as determined pursuant to Section 5.4 herein. Steckman Ridge will display this information on the LINK® System. Customer may propose a Prearranged Customer to which the capacity would be released. Offers shall be binding until notice of withdrawal is received by Steckman Ridge via the LINK® System. Customer has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. The notice must contain the reason for withdrawal which Steckman Ridge shall post on the LINK® System. Any contingencies or special terms and conditions included in the offer to release capacity shall not be contrary to any applicable provision of this FERC Gas Tariff. The offer shall contain the following minimum information:
- (a) Customer's legal name and the name of the individual who has authorized the offer to release;

- (b) Steckman Ridge's Service Agreement number;
- (c) A description of the capacity to be released. The release quantity shall be expressed as a numeric quantity only.

The offer must state the Maximum Storage Quantity, the Maximum Daily Receipt Obligation, the Maximum Daily Delivery Obligation, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release and subject to the daily quantity limitations described in Section 5.5 below;

- (d) The proposed effective date and term of the release;
- (e) The identity of any Prearranged Customer;
- (f) For biddable releases, the method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 5.4 below; provided, however, if the Releasing Customer specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method must be set forth with sufficient specificity that Steckman Ridge'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 Steckman Ridge. In addition, Releasing Customer must specify the Tie Break Method that Steckman Ridge will apply to award capacity among multiple bids that yield the same value.
- (g) whether, to what extent, and the conditions pursuant to which capacity will be subject to recall on a full day or an intraday basis, and if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released 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.
- (h) whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, and any other special conditions;
- (i) 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 Sections 5.4(a) and 5.4(b) to satisfy or eliminate the contingency;

- (j) any extensions of the minimum posting/bid periods;
- (k) whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 5.7 below and any minimum terms applicable thereto;
- (l) other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity. Releasing Customer may elect not to reveal minimum conditions to anyone other than Steckman Ridge.
- (m) which one of the following methods is acceptable for bidding on a given capacity release offer:
 - Non-Index based release – dollars and cents,
 - Non-Index based release – percentage of maximum rate, or
 - Index-based formula as detailed in the capacity release offer.The bids for the given capacity release offer shall adhere to the method specified by Releasing Customer.
- (n) [Reserved for Future Use]
- (o) whether the release is on a permanent or a temporary basis;
- (p) an e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Steckman Ridge as necessary;
- (q) which recall notification period(s), as identified in Section 5.9(c) below, will be available for use by the parties;
- (r) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Point(s) of Receipt and/or Point(s) of Delivery after the capacity is awarded;
- (s) whether the Prearranged Customer is affiliated with the Releasing Customer; and
- (t) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.

- (u) 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-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect.

In addition, Releasing Customer's offer to release capacity may include conditions concerning the sale and/or repurchase of gas in Storage Inventory outside of the context of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations as well as further negotiated terms and conditions related to the commodity portion of the transaction.

- 5.3 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in Section 5.2, Steckman Ridge will post such information on the LINK® System in accordance with the timeline set forth in Section 5.4 herein; however, Steckman Ridge shall not post any minimum conditions that Releasing Customer has elected not to disclose. Steckman Ridge shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in Section 5.18 below.
- 5.4 Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Steckman Ridge 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) can be accorded similar timeline evaluation treatment at Steckman Ridge's discretion. However, Steckman Ridge is not required to offer other choices or similar timeline treatment for other choices. Further, Steckman Ridge shall not be held to the timeline specified in Sections 5.4(a) and 5.4(b) below should the Releasing Shipper elect another method of evaluation; the timeline specified in Section 5.4(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for Customer's offer pursuant to this Section 5.4. The capacity release timeline applies to all parties involved in the capacity release process provided that (i) 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, (ii) for index-based capacity release transactions, Releasing Customer has provided Steckman Ridge with sufficient instructions to evaluate the corresponding bid(s)

according to the timeline, and (iii) there are no special terms or conditions of the release. Steckman Ridge shall complete the capacity release process in accordance with the timeline set forth in Section 5.4(c) below if Releasing Customer's offer includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Steckman Ridge).

The Capacity Release timeline is as follows:

- (a) For biddable releases of one (1) year or less:
- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - The bid period ends at 10:00 a.m. on the same or a subsequent Business Day.
 - The 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 a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

Steckman Ridge will issue a contract 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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (b) 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.
 - The bid period shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
 - The 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 a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

Steckman Ridge will issue a contract 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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

(c) Timeline for non-standard releases

If Customer specifies a bid evaluation methodology other than those set forth in this Section 5.4 or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas to flow at least one Day later than under the timelines set forth in Sections 5.4(a) and 5.4(b) above.

(d) Releases Not Subject to Bidding

(1) A proposed capacity release with a term of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 5.4, any release to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations), or any release to a marketer participating in a state-regulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations) shall not be subject to the competitive bidding requirements of this Section 5.4, but shall be subject to all other provisions of this Section 5. With the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, any release with a term that is greater than thirty-one (31) Days must be posted for bidding. Customer shall notify Steckman Ridge of such non-biddable release by providing the information pursuant to Section 5.2, which information will be posted on the LINK® System as required by Section 5.3.

- (2) 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 and Section 10.2(f) of these General Terms and Conditions. The posting deadlines are:

Timely Cycle	12:00 Noon
Evening Cycle	5:00 p.m.
Intraday 1 Cycle	9:00 a.m.
Intraday 2 Cycle	1:30 p.m.
Intraday 3 Cycle	6:00 p.m.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's offer to release capacity, the Prearranged Customer must initiate confirmation of prearranged deals electronically via the LINK® System. Steckman Ridge will issue a contract within one hour of notification of the release (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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (3) Notwithstanding the standard timelines specified in Sections 5.4(a), 5.4(b) and 5.4(c) above, Steckman Ridge shall support a process to allow the Releasing Customer and the Prearranged Customer to create and finalize prearranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.
- (e) Steckman Ridge shall post offers and bids, including pre-arranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. A Releasing Customer may request a later posting time for posting of such offer; Steckman Ridge shall support such request insofar as it comports with the standard capacity release timeline specified in this Section 5.4. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

5.5 Intraday Release Quantity

The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (i) the quantity contained in the offer submitted by the Releasing Customer;
or
- (ii) a quantity equal to 1/24 th of the Releasing Customer's MDDO, MDIQ, MDRO and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Gas Day.

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

The MSQ that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ less the Releasing Customer's Storage Inventory.

- 5.6 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Steckman Ridge's approved bidders list before bids may be posted on the LINK® System, must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy Steckman Ridge's credit requirements as outlined in Section 4 of the General Terms and Conditions, and provide the information required by Section 4 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated pursuant to Section 4.3 of the General Terms and Conditions. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Steckman Ridge to the contrary, (ii) no longer meets the credit qualifications established in Section 4 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 19 of the General Terms and Conditions. Steckman Ridge will apply its creditworthiness criteria to assess the submission. Steckman Ridge will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Steckman Ridge with a guarantee or other form of credit assurance in form and substance satisfactory to Steckman Ridge of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.

- 5.7 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section 5. If Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct Steckman Ridge to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Replacement Customer's responsibility to update e-mail address information provided to Steckman Ridge, as necessary. Any contingencies included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until notice of withdrawal is received by Steckman Ridge via the LINK® System before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Steckman Ridge shall evaluate the bids in accordance with the provisions of this section and shall determine the best bid in accordance with the timelines set forth in Section 5.4 herein. Steckman Ridge shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Steckman Ridge's creditworthiness requirements applicable to all services that it receives from Steckman Ridge, including the service represented by the capacity release. Steckman Ridge shall notify Releasing Customer, the best bidder, and any Prearranged Customer of such determination in accordance with the timelines set forth in Section 5.4 herein. If there is a Prearranged Customer, such Prearranged Customer may exercise its right to match such best bid by providing notice of such exercise to Steckman Ridge via the LINK® System in accordance with the timelines set forth in Section 5.4 herein. After the Replacement Customer is selected, Steckman Ridge will provide an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff to the Replacement Customer via e-mail, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on Steckman Ridge's system, including capacity release under this Section 5, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above. Steckman Ridge will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain all or a portion of such capacity after the Addendum to the Capacity Release Umbrella Agreement is tendered. Following implementation of the release, Steckman Ridge shall post notice of the winning bidder on the LINK® System.
- 5.8 Best Bid. When Steckman Ridge makes awards of capacity for which there have been multiple bids meeting minimum conditions, Steckman Ridge shall award the bids, best bid first, until all offered capacity is awarded; provided, however, that

in the event that both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 5.2(1) above and generate the "best bid", Steckman Ridge shall reject the contingent bid, even if the bid with no contingencies was received later in time. The capacity being awarded represents the Maximum Daily Delivery Obligation, Maximum Daily Injection Quantity, Maximum Daily Receipt Obligation, Maximum Daily Withdrawal Quantity, and Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Steckman Ridge shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

- (a) Steckman Ridge shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Steckman Ridge in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Steckman Ridge harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Steckman Ridge arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.
- (b) Steckman Ridge shall evaluate bids in accordance with the bid evaluation method identified, pursuant to Section 5.2(f) of these General Terms and Conditions, in the Releasing Customer's offer to release capacity.
 - (1) If there is only one valid bid, Steckman Ridge 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, Steckman Ridge 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 offer to release capacity, 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), Steckman Ridge shall award the capacity according to the method specified in the Releasing Customer's offer to release capacity as a means for awarding the released capacity among multiple equal bids ("Tie Break Method").

- (3) For purposes of determining the value of a bid, Steckman Ridge 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, Steckman Ridge shall use a discount rate of ten (10) percent.
- (4) If the winning bid is a contingent bid, the bidder that submitted such contingent bid will be required to satisfy or eliminate any contingency in accordance with the capacity release timeline set forth in Section 5.4 or in the Releasing Customer's offer to release capacity, as applicable, and shall confirm to Steckman Ridge via e-mail to link-help@enbridge.com that the contingency has been satisfied or eliminated. In the event that such bidder fails to satisfy or eliminate its contingency pursuant to this subsection (4), the capacity will be awarded to the next highest bidder(s) as determined pursuant to Section 5.8(b).
- (c) In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Steckman Ridge via the LINK® System.

5.9 Recall Provisions

- (a) If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or a partial Day basis.
- (b) The Releasing Customer shall provide capacity recall notification to Steckman Ridge 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.
- (c) Steckman Ridge shall support the following recall notification periods for all released capacity subject to recall rights:
 - (1) Timely Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Steckman Ridge 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;

- (2) Early Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Steckman Ridge 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;
 - (3) Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Steckman Ridge 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;
 - (4) Intraday 1 Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Steckman Ridge 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;
 - (5) Intraday 2 Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Steckman Ridge 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.
 - (6) Intraday 3 Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
 - (b) Steckman Ridge shall provide notification of such recall to all affected Replacement Customers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.
- (d) For recall notification provided to Steckman Ridge prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Steckman Ridge shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall

notification. For recall notification provided to Steckman Ridge after 5:00 p.m. and prior to 7:00 a.m., Steckman Ridge shall provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification.

- (e) Steckman Ridge'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 the Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 5.7 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 Steckman Ridge, 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 10.2(f) of these General Terms and Conditions.
- (f) For recall notifications provided to Steckman Ridge 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.
- (g) Intraday Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for an intraday recall is a quantity equal to the lesser of:
 - (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
 - (2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Steckman Ridge 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 an intraday capacity recall, Steckman Ridge 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 that is adjusted based upon the Elapsed Prorata 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, Steckman Ridge 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.

- (h) Reput Provisions. Steckman Ridge 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 offer to release capacity, as required by Section 5.2. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Steckman Ridge 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.

5.10 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.

5.11 Billing. The Replacement Customer shall be billed and shall make payments to Steckman Ridge in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of the applicable Addendum to the Capacity Release Umbrella Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, attributable to its usage of the released capacity. Steckman Ridge shall continue to bill the Releasing Customer all applicable charges under its existing Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer and has not notified Steckman Ridge of a

billing dispute in accordance with the provisions of Section 19.5, Steckman Ridge shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. In addition, Steckman Ridge shall provide a notice to the Replacement Customer's Releasing Customer in accordance with the provisions of Section 5.16 of these General Terms and Conditions.

5.12 Rights and Obligations of the Parties.

The Service Agreement between the Releasing Customer and Steckman Ridge shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 5.11 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five day notification period specified in Section 5.11, Steckman Ridge shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

Once the Replacement Customer is awarded the capacity and is provided with an Addendum to the Capacity Release Umbrella Agreement, the Replacement Customer becomes an existing Customer with the same rights and obligations as any other existing Customer on Steckman Ridge's system and is subject to the applicable provisions of Steckman Ridge's FERC Gas Tariff, including but not limited to Steckman Ridge's billing and payment and operational provisions. The Replacement Customer may also release capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above, and in such event and for such purposes, shall be considered the Releasing Customer.

5.13 Marketing Fee. If Steckman Ridge and the Releasing Customer so agree, Steckman Ridge may receive a negotiated fee for its marketing efforts.

5.14 Limitations.

- (a) The minimum term for releases hereunder can be less than one (1) Day and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Service Agreement.
- (b) Steckman Ridge may invalidate any offer to release or any bid subsequent to its posting on the LINK® System, if such offer or bid does not conform to the requirements of this Section 5 and the other provisions of this FERC Gas Tariff. Such invalidated offer or bid shall be deemed null and void.

- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section 5 must be objectively stated, reasonable, capable of administration or implementation by Steckman Ridge without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Service Agreement.
- (d) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this section, the Releasing Customer's rights and Steckman Ridge's obligations under the Releasing Customer's Service Agreement shall be modified and subject to the capacity rights released to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Service Agreement.
- (e) The offer to release by a Customer under Rate Schedule FSS or NNSS must specify the quantities of MDDO, MDRO, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the release, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the rate schedule or the respective Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the rate schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release.

If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release of storage capacity rights, it shall so specify in its offer to release capacity. Subsequent to the award of capacity to the Replacement Customer(s), the Releasing and Replacement Customers shall submit the required nominations via the LINK® System to effectuate the transfer of the Storage Inventory quantity to the Replacement Customer(s).

A Replacement Customer under Rate Schedule FSS or NNSS shall be responsible for arranging transportation to and from Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Service Agreement and Rate Schedule FSS or NNSS, as applicable. The

Replacement Customer under Rate Schedule FSS or NNSS must comply with all obligations imposed under such rate schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof.

The Replacement Customer must withdraw its Storage Inventory by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 15 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

5.15 Steckman Ridge's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) Steckman Ridge has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Steckman Ridge's credit requirements as outlined in Section 4 of the General Terms and Conditions and (2) the Storage Reservation Charge specified in the effective Addendum to the Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the Storage Reservation Charge which the Releasing Customer was obligated to pay Steckman Ridge, then Steckman Ridge shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement Customer, unless the Replacement Customer agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Steckman Ridge, or (ii) such rate as mutually agreed to by Steckman Ridge and Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. Steckman Ridge's right to terminate the Addendum is subject to Steckman Ridge providing written notice of termination to the Replacement Customer within 60 Days of the determination by Steckman Ridge that the Releasing Customer no longer satisfies Steckman Ridge's credit requirements. Termination of the Addendum shall not occur prior to termination of Releasing Customer's contract.
- (b) In the event that a Customer has received 30 Days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 5.15(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-Day period, the Addendum shall continue in force and effect for the sole purpose of

withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. Steckman Ridge shall require Customer to withdraw each Gas Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Steckman Ridge. The requirement to withdraw storage quantities shall be suspended on any Gas Day to the extent that Steckman Ridge cannot accommodate a nomination to withdraw such storage quantities on such Gas Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 15 of these General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory as required by this section, Steckman Ridge shall auction any remaining Storage Inventory pursuant to the timeline specified in Section 18 of these General Terms and Conditions, and shall remit the proceeds of such auction to Customer, less Storage Reservation Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Steckman Ridge to conduct the auction. The Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the termination date of the Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, by the quantity of Gas sold at auction.

- (c) Customer shall indemnify Steckman Ridge and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Steckman Ridge.
- (d) Customer purchasing the Gas shall pay the applicable storage rate(s) on the Gas purchased beginning on the date the bid was accepted at auction.

5.16 Notices to Releasing Customers. Steckman Ridge shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's tariff.

5.17 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under a firm rate schedule on a permanent basis, the procedures specified in this Section 5 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must submit a request for service electronically via the LINK® System and provide the credit information as required by Section 4 herein. For any permanent capacity release, the minimum bid acceptable to Steckman Ridge shall be a bid for the remainder of the term of Customer's Service Agreement at the rate(s) Customer is obligated to pay Steckman Ridge for the capacity to be permanently released. Steckman Ridge 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 Steckman Ridge, Steckman Ridge shall notify Customer via e-mail and shall include in the notification the reasons for such denial. A Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, shall be executed as specified in Section 3.5 of these General Terms and Conditions by Customer and Steckman Ridge following the completion of the permanent capacity release and the approval processes.

5.18 Capacity Request Notice. Any party desiring to acquire firm storage capacity pursuant to Section 5 must submit the following information to Steckman Ridge via e-mail to link-help@enbridge.com:

- (a) the Replacement Customer's name and contact information;
- (b) the Maximum Storage Quantity, Maximum Daily Injection Quantity and Maximum Daily Withdrawal 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 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.

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

5.19 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 Release Request:
- a percentage of the formula,
 - a dollars and cents differential from the formula,
 - a dollars and cents differential from the Rate Floor, or
 - an approved methodology in Steckman Ridge'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 Steckman Ridge's maximum reservation rate, if applicable.

Releasing Customer may specify another method in the special terms and conditions; however, the Release Request will be processed within the capacity release timeline specified in Section 4.3(c) above.

- (c) For index-based capacity release transactions, Steckman Ridge shall support a Rate Floor to be specified by Releasing Customer in the capacity release offer.
- (d) Unless otherwise specified in Steckman Ridge'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 Steckman Ridge'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 Steckman Ridge's maximum reservation rate, as applicable, Steckman Ridge'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 Steckman Ridge's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Steckman Ridge's maximum reservation rate or the Rate Floor, respectively, shall apply.
- (f) Steckman Ridge 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, Steckman Ridge shall support all price indices it references in its FERC Gas Tariff. In addition, Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system, Steckman Ridge, 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. Steckman Ridge 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 Steckman Ridge will be responsible for providing/maintaining adequate license(s)/subscription(s) for Steckman Ridge for such additional price index reference(s) such that Steckman Ridge 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 Steckman Ridge as

referenced above. These price index reference(s) will then be supported by Steckman Ridge and available for index-based capacity release transactions for the duration of the license(s)/subscription(s) and their identity(ies) posted on Steckman Ridge's Informational Postings Web site.

- (4) Regarding paragraphs 2 and 3 above, Steckman Ridge reserves the right, in its own discretion, to review any license(s)/subscription(s) that would legally bind Steckman Ridge and to evaluate the legal propriety of same as it pertains to Steckman Ridge. Steckman Ridge 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 Steckman Ridge.
- (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. Steckman Ridge'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 Steckman Ridge, Releasing Customer shall provide Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge'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 5.19(j) below.

If the report is not provided by the applicable deadline above or is deficient, Steckman Ridge will notify Releasing Customer to provide Steckman Ridge with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Steckman Ridge will invoice Replacement Customer the greater of the Rate Default specified in

the Release Request or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Steckman Ridge 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.

- (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 the capacity release offer), 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 Steckman Ridge's maximum reservation rate, as applicable.

- (i) For index-based capacity release transactions, Steckman Ridge shall support the ability of Releasing Customer to specify in the capacity release offer 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 5.19(g) above, Steckman Ridge 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 Steckman Ridge in a tabular format.

Steckman Ridge shall provide the allocated quantities to Releasing Customer in a tabular file to be described by Steckman Ridge. 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).

FERC GAS TARIFF
FILED AGREEMENTS
of
STECKMAN RIDGE, LP

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed to:

Christopher Harvey
Director, Regulatory
Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Telephone: (713) 627-5113
Facsimile: (713) 627-5947

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
(Supersedes Steckman Ridge, LP
Original Volume No. 1)
of
STECKMAN RIDGE, LP

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed to:

~~Janice K. Devers~~ Christopher Harvey
~~General Manager, Tariffs and Commercial Development~~ Director, Regulatory
Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Telephone: (713) 627-~~6170~~5113
Facsimile: (713) 627-~~5041~~5947

MAP OF SYSTEM

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

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

1. DEFINITIONS

"Accelerated Injections" shall mean an hourly flow rate in excess of 1/24 th of the MDIQ or MDRO specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit B to Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Accelerated Withdrawals" shall mean an hourly flow rate in excess of 1/24 th of the MDWQ or MDDO specified in Exhibit B to Customer's Firm Storage Service Agreement, Exhibit B to Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Btu" shall mean one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit.

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

"Contract Year" shall mean the twelve (12) Month period beginning on the date service under a Service Agreement commences and each subsequent twelve Month period thereafter during the term of the Service Agreement.

"Critical Notices" shall mean information pertaining to Steckman Ridge's conditions that affect scheduling or adversely affect scheduled Gas flow.

"Cubic Foot of Gas" shall mean the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.

"Customer" shall mean the party that executes a Service Agreement with Steckman Ridge.

"Customer's Stored Gas" or "Gas Stored" shall mean the quantity of Gas (stated in Dth) stored by Steckman Ridge for Customer's account.

"Customer's Transporter" shall mean the interconnected pipeline delivering Customer's Gas to the Point of Receipt or the interconnected pipeline receiving Customer's Gas at the Point of Delivery.

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas which contains one dekatherm of heat energy.

"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 hourly use of the capacity.

"Elapsed-Prorated-Scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

"Electronic Notice Delivery" means the delivery of notices via Internet e-mail and/or EDI/EDM.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor agency.

"Fuel Reimbursement" shall have the meaning set forth in Section 11 of the General Terms and Conditions of this FERC Gas Tariff.

"Gas" shall mean natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells, residue gas resulting from processing both casinghead gas and gas well gas, and gas produced by the vaporization of liquefied natural gas.

"Gas Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time).

"Internet Web site" shall mean Steckman Ridge's HTML site accessible via the Internet's World Wide Web located at <http://link.spectraenergyenbridge.com>.

"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.

"Loan Balance" shall mean the quantity of Gas, expressed in Dth, that Steckman Ridge has loaned to Customer.

"Maximum Daily Delivery Obligation" or "MDDO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall deliver at a Point of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at all Point(s) of Receipt for injection into storage at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Receipt Obligation" or "MDRO" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall receive at a Point of Receipt at constant hourly rates of flow over the course of a Gas Day.

"Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of Gas, expressed in Dth, specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, that Customer may nominate and that Steckman Ridge shall withdraw from storage and tender to Customer at all Point(s) of Delivery at constant hourly rates of flow over the course of a Gas Day.

"Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and borrow from Steckman Ridge at Steckman Ridge's facilities located in Bedford County, Pennsylvania, as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and park in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Exhibit B to Customer's Hub Services Agreement.

"Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of Gas, expressed in Dth, that Customer may nominate and store in Steckman Ridge's facilities located in Bedford County, Pennsylvania, at any given time as specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable.

"Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first day of the next succeeding calendar month.

"Operational Flow Order" or "OFO" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Steckman Ridge's system or to maintain operations required to provide efficient and reliable firm service. Whenever Steckman Ridge experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

"Overrun Quantity" or "Excess Gas" shall mean any quantity that is not within Customer's entitlements as specified in Customer's Firm Storage Service Agreement or Customer's No-Notice Storage Service Agreement, as applicable. Such quantities shall be deemed as interruptible service.

"Park Balance" shall mean the quantity of Gas, expressed in Dth, parked in Steckman Ridge's storage facilities for Customer's account.

"Point(s) of Delivery" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall tender Gas to Customer.

"Point(s) of Receipt" shall mean the point or points located on Steckman Ridge's system in Bedford County, Pennsylvania, that are specified in Customer's Firm Storage Service Agreement, Customer's No-Notice Storage Service Agreement, Customer's Interruptible Storage Service Agreement, or Exhibit B to Customer's Hub Services Agreement, as applicable, at which Steckman Ridge shall receive Gas from Customer.

"Psig" shall mean pounds per square inch gauge.

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

"Releasing Customer" shall mean a Customer who has agreed to release some or all of its rights to capacity under its Firm Storage Service Agreement or Customer's No-Notice Storage Service Agreement, as applicable.

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

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

"Replacement Customer" shall mean a Customer who has assumed any rights to capacity released by a Releasing Customer.

"Service Agreement" shall mean the agreement executed by Customer and Steckman Ridge, and any exhibits, attachments and/or amendments thereto.

"Storage Inventory" shall mean the quantity of Gas, expressed in Dth, that a Customer has in place in Steckman Ridge's storage facilities for Customer's account.

"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.

2. ELECTRONIC COMMUNICATIONS

2.1 System Description

- (a) Steckman Ridge 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 or has executed a LINK® System Agreement electronically via the LINK® System, (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 Steckman Ridge 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 shall be an acknowledgement of that authority. Steckman Ridge 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 Steckman Ridge's rate schedules and/or a capacity release umbrella agreement between Customer and Steckman Ridge.

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.

Steckman Ridge 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. Steckman Ridge 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. Steckman Ridge shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Internet 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 Steckman Ridge 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' offers to release capacity pursuant to Section 5 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 Steckman Ridge 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 Steckman Ridge's rate schedules;
 - (2) executing, tracking and amending Service Agreements under Steckman Ridge's rate schedules;
 - (3) providing nominations, and viewing allocations and operational imbalances under all rate schedules as a Customer of Steckman Ridge pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Customer of Steckman Ridge pursuant to Section 3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Steckman Ridge under such section;
 - (5) exercising its rights as a Customer of Steckman Ridge pursuant to Section 5 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 Steckman Ridge 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 Steckman Ridge's notice of an OFO as contemplated by Section 14.5 of the General Terms and Conditions; and
- (8) such other functions as may be available on the LINK® System from time to time.

When necessary, Steckman Ridge will post on the LINK® System and the Internet Web site, as appropriate, available information about the imbalance and overrun status of each Customer and the system.

2.2 Information. Steckman Ridge shall post at least four times a day on the LINK® System and the Internet Web site information relevant to the availability of firm and interruptible capacity in its facility. The LINK® System and the Internet Web site will indicate whether the capacity is available from Steckman Ridge directly or through Steckman Ridge's capacity release mechanism as set forth in Section 5 of the General Terms and Conditions. The LINK® System and the Internet Web site shall provide the best available information about imbalances on a daily basis. The LINK® System and the Internet Web site also include information allowed or required to be posted thereon by other provisions of the tariff including Section 5, information that Steckman Ridge is required to post pursuant to the Commission's regulations, or other information Steckman Ridge chooses to post in furtherance of the operation of its 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) Steckman Ridge shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by Local Security Administrator may:
- (1) transmit information to Steckman Ridge;
 - (2) view information posted on the LINK® System; and/or
 - (3) 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 Steckman Ridge 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 Steckman Ridge via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Steckman Ridge.
- (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) Steckman Ridge reserves the right to disable, for due cause, any USERID issued to any LINK® System User. Steckman Ridge 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 Steckman Ridge. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Steckman Ridge 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 Steckman Ridge of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to 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 Steckman Ridge 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 Steckman Ridge of the need to delete such Local Security Administrator.
- (f) Steckman Ridge warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in Section 5 of these General Terms and Conditions, no Steckman Ridge 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.

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 Steckman Ridge 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 Steckman Ridge. 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 is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Steckman Ridge 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 Steckman Ridge.
- (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 to Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber identified on the Designation of Affiliated Companies Form 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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. Steckman Ridge 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) Steckman Ridge may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above. Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge harmless 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 Steckman Ridge by any party associated with Steckman Ridge'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 Steckman Ridge 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 Steckman Ridge 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. Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge and LINK® System Subscriber.

2.7 Liability

- (a) Steckman Ridge 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 29 of these General Terms and Conditions, that is not within the control of Steckman Ridge and which by the exercise of due diligence Steckman Ridge is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Steckman Ridge and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Steckman Ridge 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 Steckman Ridge harmless from and against any and all claims, demands and/or actions, and 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 Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge 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. Steckman Ridge will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff; Customer shall provide Steckman Ridge 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 13 and 14 of these General Terms and Conditions to post notices on the LINK® System, Steckman Ridge 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 Steckman Ridge. Customer shall be responsible for providing accurate e-mail notification information to Steckman Ridge, 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 Steckman Ridge and Customer.

2.9 Rights to LINK® System. Steckman Ridge or an affiliate of Steckman Ridge 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 Steckman Ridge or an affiliate of Steckman Ridge) 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.

As part of Steckman Ridge's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Steckman Ridge will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

5. CAPACITY RELEASE

Any Customer under Rate Schedule FSS or NNSS may seek to release to others all or a portion of its firm service entitlements on a full day or a partial Day basis, on a permanent or a temporary basis, and on a recallable or non-recallable basis, subject to the procedures set forth in this Section 5.

5.1 Pre-arranged Releases. Customer may designate an entity (a "Prearranged Customer") to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 5.3 and 5.7, herein, with the Prearranged Customer being given a right to match the best bid submitted during the bid period. If a pre-arranged transaction with a Prearranged Customer is for a period of thirty-one (31) Days or less, the Releasing Customer shall provide notice to Steckman Ridge in accordance with this section and may implement the release without complying with such prior posting and bidding procedures; provided, however, 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 5, 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) Days or less bidding exemption described in Section 5.4(d)(1) below until twenty-eight (28) Days after the first release period has ended. 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 5.4(d)(1) below. Notice of such exempted releases shall be posted on the LINK® System in accordance with Section 5.4 herein.

5.2 Notice of Offer. A Customer offering to release firm service entitlements shall notify Steckman Ridge via the LINK® System of the terms of its offer by the posting deadline as determined pursuant to Section 5.4 herein. Steckman Ridge will display this information on the LINK® System. Customer may propose a Prearranged Customer to which the capacity would be released. Offers shall be binding until notice of withdrawal is received by Steckman Ridge via the LINK® System. Customer has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. The notice must contain the reason for withdrawal which Steckman Ridge shall post on the LINK® System. Any contingencies or special terms and conditions included in the offer to release capacity shall not be contrary to any applicable provision of this FERC Gas Tariff. The offer shall contain the following minimum information:

- (a) Customer's legal name and the name of the individual who has authorized the offer to release;

- (b) Steckman Ridge's Service Agreement number;
- (c) A description of the capacity to be released. The release quantity shall be expressed as a numeric quantity only.

The offer must state the Maximum Storage Quantity, the Maximum Daily Receipt Obligation, the Maximum Daily Delivery Obligation, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery, subject to the proposed release and subject to the daily quantity limitations described in Section 5.5 below;

- (d) The proposed effective date and term of the release;
- (e) The identity of any Prearranged Customer;
- (f) For biddable releases, the method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 5.4 below; provided, however, if the Releasing Customer specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method must be set forth with sufficient specificity that Steckman Ridge'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 Steckman Ridge. In addition, Releasing Customer must specify the Tie Break Method that Steckman Ridge will apply to award capacity among multiple bids that yield the same value.
- (g) whether, to what extent, and the conditions pursuant to which capacity will be subject to recall on a full day or an intraday basis, and if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released 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.
- (h) whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, and any other special conditions;
- (i) 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 Sections 5.4(a) and 5.4(b) to satisfy or eliminate the contingency;

- (j) any extensions of the minimum posting/bid periods;
- (k) whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 5.7 below and any minimum terms applicable thereto;
- (l) other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity. Releasing Customer may elect not to reveal minimum conditions to anyone other than Steckman Ridge.
- (m) which one of the following methods is acceptable for bidding on a given capacity release offer:
 - Non-Index based release – dollars and cents,
 - Non-Index based release – percentage of maximum rate, or
 - Index-based formula as detailed in the capacity release offer.The bids for the given capacity release offer shall adhere to the method specified by Releasing Customer.
- (n) [Reserved for Future Use]
- (o) whether the release is on a permanent or a temporary basis;
- (p) an e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Steckman Ridge as necessary;
- (q) which recall notification period(s), as identified in Section 5.9(c) below, will be available for use by the parties;
- (r) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Point(s) of Receipt and/or Point(s) of Delivery after the capacity is awarded;
- (s) whether the Prearranged Customer is affiliated with the Releasing Customer; and
- (t) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.

- (u) 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-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect.

In addition, Releasing Customer's offer to release capacity may include conditions concerning the sale and/or repurchase of gas in Storage Inventory outside of the context of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations as well as further negotiated terms and conditions related to the commodity portion of the transaction.

- 5.3 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in Section 5.2, Steckman Ridge will post such information on the LINK® System in accordance with the timeline set forth in Section 5.4 herein; however, Steckman Ridge shall not post any minimum conditions that Releasing Customer has elected not to disclose. Steckman Ridge shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in Section 5.18 below.
- 5.4 Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Steckman Ridge 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) can be accorded similar timeline evaluation treatment at Steckman Ridge's discretion. However, Steckman Ridge is not required to offer other choices or similar timeline treatment for other choices. Further, Steckman Ridge shall not be held to the timeline specified in Sections 5.4(a) and 5.4(b) below should the Releasing Shipper elect another method of evaluation; the timeline specified in Section 5.4(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for Customer's offer pursuant to this Section 5.4. The capacity release timeline applies to all parties involved in the capacity release process provided that (i) 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, (ii) for index-based capacity release transactions, Releasing Customer has provided Steckman Ridge with sufficient instructions to evaluate the corresponding bid(s)

according to the timeline, and (iii) there are no special terms or conditions of the release. Steckman Ridge shall complete the capacity release process in accordance with the timeline set forth in Section 5.4(c) below if Releasing Customer's offer includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Steckman Ridge).

The Capacity Release timeline is as follows:

- (a) For biddable releases of one (1) year or less:
- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - The bid period ends at 10:00 a.m. on the same or a subsequent Business Day.
 - The 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 a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

Steckman Ridge will issue a contract 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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (b) 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.
 - The bid period shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
 - The 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 a match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

Steckman Ridge will issue a contract 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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

(c) Timeline for non-standard releases

If Customer specifies a bid evaluation methodology other than those set forth in this Section 5.4 or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas to flow at least one Day later than under the timelines set forth in Sections 5.4(a) and 5.4(b) above.

(d) Releases Not Subject to Bidding

(1) A proposed capacity release with a term of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 5.4, any release to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations), or any release to a marketer participating in a state-regulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations) shall not be subject to the competitive bidding requirements of this Section 5.4, but shall be subject to all other provisions of this Section 5. With the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, any release with a term that is greater than thirty-one (31) Days must be posted for bidding. Customer shall notify Steckman Ridge of such non-biddable release by providing the information pursuant to Section 5.2, which information will be posted on the LINK® System as required by Section 5.3.

- (2) 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 and Section 10.2(f) of these General Terms and Conditions. The posting deadlines are:

Timely Cycle	12:00 Noon
Evening Cycle	5:00 p.m.
Intraday 1 Cycle	9:00 a.m.
Intraday 2 Cycle	1:30 p.m.
Intraday 3 Cycle	6:00 p.m.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's offer to release capacity, the Prearranged Customer must initiate confirmation of prearranged deals electronically via the LINK® System. Steckman Ridge will issue a contract within one hour of notification of the release (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 10 and 13 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (3) Notwithstanding the standard timelines specified in Sections 5.4(a), 5.4(b) and 5.4(c) above, Steckman Ridge shall support a process to allow the Releasing Customer and the Prearranged Customer to create and finalize prearranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.
- (e) Steckman Ridge shall post offers and bids, including pre-arranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. A Releasing Customer may request a later posting time for posting of such offer; Steckman Ridge shall support such request insofar as it comports with the standard capacity release timeline specified in this Section 5.4. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

5.5 Intraday Release Quantity

The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (i) the quantity contained in the offer submitted by the Releasing Customer;
or
- (ii) a quantity equal to 1/24 th of the Releasing Customer's MDDO, MDIQ, MDRO and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Gas Day.

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

The MSQ that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ less the Releasing Customer's Storage Inventory.

- 5.6 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Steckman Ridge's approved bidders list before bids may be posted on the LINK® System, must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy Steckman Ridge's credit requirements as outlined in Section 4 of the General Terms and Conditions, and provide the information required by Section 4 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated pursuant to Section 4.3 of the General Terms and Conditions. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Steckman Ridge to the contrary, (ii) no longer meets the credit qualifications established in Section 4 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 19 of the General Terms and Conditions. Steckman Ridge will apply its creditworthiness criteria to assess the submission. Steckman Ridge will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Steckman Ridge with a guarantee or other form of credit assurance in form and substance satisfactory to Steckman Ridge of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.

- 5.7 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section 5. If Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct Steckman Ridge to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person, and it is the Replacement Customer's responsibility to update e-mail address information provided to Steckman Ridge, as necessary. Any contingencies included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until notice of withdrawal is received by Steckman Ridge via the LINK® System before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Steckman Ridge shall evaluate the bids in accordance with the provisions of this section and shall determine the best bid in accordance with the timelines set forth in Section 5.4 herein. Steckman Ridge shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Steckman Ridge's creditworthiness requirements applicable to all services that it receives from Steckman Ridge, including the service represented by the capacity release. Steckman Ridge shall notify Releasing Customer, the best bidder, and any Prearranged Customer of such determination in accordance with the timelines set forth in Section 5.4 herein. If there is a Prearranged Customer, such Prearranged Customer may exercise its right to match such best bid by providing notice of such exercise to Steckman Ridge via the LINK® System in accordance with the timelines set forth in Section 5.4 herein. After the Replacement Customer is selected, Steckman Ridge will provide an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff to the Replacement Customer via e-mail, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on Steckman Ridge's system, including capacity release under this Section 5, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above. Steckman Ridge will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain all or a portion of such capacity after the Addendum to the Capacity Release Umbrella Agreement is tendered. Following implementation of the release, Steckman Ridge shall post notice of the winning bidder on the LINK® System.
- 5.8 Best Bid. When Steckman Ridge makes awards of capacity for which there have been multiple bids meeting minimum conditions, Steckman Ridge shall award the bids, best bid first, until all offered capacity is awarded; provided, however, that

in the event that both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 5.2(1) above and generate the "best bid", Steckman Ridge shall reject the contingent bid, even if the bid with no contingencies was received later in time. The capacity being awarded represents the Maximum Daily Delivery Obligation, Maximum Daily Injection Quantity, Maximum Daily Receipt Obligation, Maximum Daily Withdrawal Quantity, and Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Steckman Ridge shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

- (a) Steckman Ridge shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Steckman Ridge in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold Steckman Ridge harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Steckman Ridge arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.
- (b) Steckman Ridge shall evaluate bids in accordance with the bid evaluation method identified, pursuant to Section 5.2(f) of these General Terms and Conditions, in the Releasing Customer's offer to release capacity.
 - (1) If there is only one valid bid, Steckman Ridge 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, Steckman Ridge 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 offer to release capacity, 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), Steckman Ridge shall award the capacity according to the method specified in the Releasing Customer's offer to release capacity as a means for awarding the released capacity among multiple equal bids ("Tie Break Method").

- (3) For purposes of determining the value of a bid, Steckman Ridge 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, Steckman Ridge shall use a discount rate of ten (10) percent.
 - (4) If the winning bid is a contingent bid, the bidder that submitted such contingent bid will be required to satisfy or eliminate any contingency in accordance with the capacity release timeline set forth in Section 5.4 or in the Releasing Customer's offer to release capacity, as applicable, and shall confirm to Steckman Ridge via e-mail to link-help@spectraenergyenbridge.com that the contingency has been satisfied or eliminated. In the event that such bidder fails to satisfy or eliminate its contingency pursuant to this subsection (4), the capacity will be awarded to the next highest bidder(s) as determined pursuant to Section 5.8(b).
- (c) In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Steckman Ridge via the LINK® System.

5.9 Recall Provisions

- (a) If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or a partial Day basis.
- (b) The Releasing Customer shall provide capacity recall notification to Steckman Ridge 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.
- (c) Steckman Ridge shall support the following recall notification periods for all released capacity subject to recall rights:
 - (1) Timely Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Steckman Ridge 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;

- (2) Early Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Steckman Ridge 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;
 - (3) Evening Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Steckman Ridge 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;
 - (4) Intraday 1 Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Steckman Ridge 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;
 - (5) Intraday 2 Recall Notification:
 - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Steckman Ridge 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.
 - (6) Intraday 3 Recall Notification:
 - (a) A Releasing Customer recalling capacity should provide notice of such recall to Steckman Ridge and the first Replacement Customer no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
 - (b) Steckman Ridge shall provide notification of such recall to all affected Replacement Customers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.
- (d) For recall notification provided to Steckman Ridge prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Steckman Ridge shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall

notification. For recall notification provided to Steckman Ridge after 5:00 p.m. and prior to 7:00 a.m., Steckman Ridge shall provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification.

- (e) Steckman Ridge'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 the Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 5.7 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 Steckman Ridge, 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 10.2(f) of these General Terms and Conditions.
- (f) For recall notifications provided to Steckman Ridge 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.
- (g) Intraday Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for an intraday recall is a quantity equal to the lesser of:
 - (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
 - (2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Steckman Ridge 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 an intraday capacity recall, Steckman Ridge 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 that is adjusted based upon the Elapsed Prorata 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, Steckman Ridge 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.

- (h) Reput Provisions. Steckman Ridge 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 offer to release capacity, as required by Section 5.2. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Steckman Ridge 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.

5.10 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.

5.11 Billing. The Replacement Customer shall be billed and shall make payments to Steckman Ridge in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of the applicable Addendum to the Capacity Release Umbrella Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, attributable to its usage of the released capacity. Steckman Ridge shall continue to bill the Releasing Customer all applicable charges under its existing Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer and has not notified Steckman Ridge of a

billing dispute in accordance with the provisions of Section 19.5, Steckman Ridge shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. In addition, Steckman Ridge shall provide a notice to the Replacement Customer's Releasing Customer in accordance with the provisions of Section 5.16 of these General Terms and Conditions.

5.12 Rights and Obligations of the Parties.

The Service Agreement between the Releasing Customer and Steckman Ridge shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 5.11 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five day notification period specified in Section 5.11, Steckman Ridge shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

Once the Replacement Customer is awarded the capacity and is provided with an Addendum to the Capacity Release Umbrella Agreement, the Replacement Customer becomes an existing Customer with the same rights and obligations as any other existing Customer on Steckman Ridge's system and is subject to the applicable provisions of Steckman Ridge's FERC Gas Tariff, including but not limited to Steckman Ridge's billing and payment and operational provisions. The Replacement Customer may also release capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 5.2(t) above, and in such event and for such purposes, shall be considered the Releasing Customer.

5.13 Marketing Fee. If Steckman Ridge and the Releasing Customer so agree, Steckman Ridge may receive a negotiated fee for its marketing efforts.

5.14 Limitations.

- (a) The minimum term for releases hereunder can be less than one (1) Day and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Service Agreement.
- (b) Steckman Ridge may invalidate any offer to release or any bid subsequent to its posting on the LINK® System, if such offer or bid does not conform to the requirements of this Section 5 and the other provisions of this FERC Gas Tariff. Such invalidated offer or bid shall be deemed null and void.

- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section 5 must be objectively stated, reasonable, capable of administration or implementation by Steckman Ridge without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Service Agreement.
- (d) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this section, the Releasing Customer's rights and Steckman Ridge's obligations under the Releasing Customer's Service Agreement shall be modified and subject to the capacity rights released to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Service Agreement.
- (e) The offer to release by a Customer under Rate Schedule FSS or NNSS must specify the quantities of MDDO, MDRO, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the release, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the rate schedule or the respective Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the rate schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release.

If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release of storage capacity rights, it shall so specify in its offer to release capacity. Subsequent to the award of capacity to the Replacement Customer(s), the Releasing and Replacement Customers shall submit the required nominations via the LINK® System to effectuate the transfer of the Storage Inventory quantity to the Replacement Customer(s).

A Replacement Customer under Rate Schedule FSS or NNSS shall be responsible for arranging transportation to and from Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Service Agreement and Rate Schedule FSS or NNSS, as applicable. The

Replacement Customer under Rate Schedule FSS or NNSS must comply with all obligations imposed under such rate schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof.

The Replacement Customer must withdraw its Storage Inventory by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 15 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

5.15 Steckman Ridge's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) Steckman Ridge has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Steckman Ridge's credit requirements as outlined in Section 4 of the General Terms and Conditions and (2) the Storage Reservation Charge specified in the effective Addendum to the Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the Storage Reservation Charge which the Releasing Customer was obligated to pay Steckman Ridge, then Steckman Ridge shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement Customer, unless the Replacement Customer agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Steckman Ridge, or (ii) such rate as mutually agreed to by Steckman Ridge and Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. Steckman Ridge's right to terminate the Addendum is subject to Steckman Ridge providing written notice of termination to the Replacement Customer within 60 Days of the determination by Steckman Ridge that the Releasing Customer no longer satisfies Steckman Ridge's credit requirements. Termination of the Addendum shall not occur prior to termination of Releasing Customer's contract.
- (b) In the event that a Customer has received 30 Days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 5.15(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-Day period, the Addendum shall continue in force and effect for the sole purpose of

withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. Steckman Ridge shall require Customer to withdraw each Gas Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Steckman Ridge. The requirement to withdraw storage quantities shall be suspended on any Gas Day to the extent that Steckman Ridge cannot accommodate a nomination to withdraw such storage quantities on such Gas Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 15 of these General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory as required by this section, Steckman Ridge shall auction any remaining Storage Inventory pursuant to the timeline specified in Section 18 of these General Terms and Conditions, and shall remit the proceeds of such auction to Customer, less Storage Reservation Charges for the period from the first day following the termination date until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Storage Withdrawal Charges and any administrative costs incurred by Steckman Ridge to conduct the auction. The Storage Reservation Charges shall be calculated by multiplying the Storage Reservation Charge rate in effect on the termination date of the Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, by the quantity of Gas sold at auction.

- (c) Customer shall indemnify Steckman Ridge and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Steckman Ridge.
- (d) Customer purchasing the Gas shall pay the applicable storage rate(s) on the Gas purchased beginning on the date the bid was accepted at auction.

5.16 Notices to Releasing Customers. Steckman Ridge shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's tariff.

5.17 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under a firm rate schedule on a permanent basis, the procedures specified in this Section 5 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must submit a request for service electronically via the LINK® System and provide the credit information as required by Section 4 herein. For any permanent capacity release, the minimum bid acceptable to Steckman Ridge shall be a bid for the remainder of the term of Customer's Service Agreement at the rate(s) Customer is obligated to pay Steckman Ridge for the capacity to be permanently released. Steckman Ridge 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 Steckman Ridge, Steckman Ridge shall notify Customer via e-mail and shall include in the notification the reasons for such denial. A Firm Storage Service Agreement or No-Notice Storage Service Agreement, as applicable, shall be executed as specified in Section 3.5 of these General Terms and Conditions by Customer and Steckman Ridge following the completion of the permanent capacity release and the approval processes.

5.18 Capacity Request Notice. Any party desiring to acquire firm storage capacity pursuant to Section 5 must submit the following information to Steckman Ridge via e-mail to link-help@spectraenergyenbridge.com:

- (a) the Replacement Customer's name and contact information;
- (b) the Maximum Storage Quantity, Maximum Daily Injection Quantity and Maximum Daily Withdrawal 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 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.

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

5.19 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 Release Request:
- a percentage of the formula,
 - a dollars and cents differential from the formula,
 - a dollars and cents differential from the Rate Floor, or
 - an approved methodology in Steckman Ridge'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 Steckman Ridge's maximum reservation rate, if applicable.

Releasing Customer may specify another method in the special terms and conditions; however, the Release Request will be processed within the capacity release timeline specified in Section 4.3(c) above.

- (c) For index-based capacity release transactions, Steckman Ridge shall support a Rate Floor to be specified by Releasing Customer in the capacity release offer.
- (d) Unless otherwise specified in Steckman Ridge'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 Steckman Ridge'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 Steckman Ridge's maximum reservation rate, as applicable, Steckman Ridge'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 Steckman Ridge's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Steckman Ridge's maximum reservation rate or the Rate Floor, respectively, shall apply.
- (f) Steckman Ridge 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, Steckman Ridge shall support all price indices it references in its FERC Gas Tariff. In addition, Steckman Ridge 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 Steckman Ridge'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 Steckman Ridge's system, Steckman Ridge, 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. Steckman Ridge 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 Steckman Ridge will be responsible for providing/maintaining adequate license(s)/subscription(s) for Steckman Ridge for such additional price index reference(s) such that Steckman Ridge 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 Steckman Ridge as

referenced above. These price index reference(s) will then be supported by Steckman Ridge and available for index-based capacity release transactions for the duration of the license(s)/subscription(s) and their identity(ies) posted on Steckman Ridge's Informational Postings Web site.

- (4) Regarding paragraphs 2 and 3 above, Steckman Ridge reserves the right, in its own discretion, to review any license(s)/subscription(s) that would legally bind Steckman Ridge and to evaluate the legal propriety of same as it pertains to Steckman Ridge. Steckman Ridge 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 Steckman Ridge.
 - (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. Steckman Ridge'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 Steckman Ridge, Releasing Customer shall provide Steckman Ridge 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 Steckman Ridge 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 Steckman Ridge'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 5.19(j) below.

If the report is not provided by the applicable deadline above or is deficient, Steckman Ridge will notify Releasing Customer to provide Steckman Ridge with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Steckman Ridge will invoice Replacement Customer the greater of the Rate Default specified in

the Release Request or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Steckman Ridge 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.

- (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 the capacity release offer), 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 Steckman Ridge's maximum reservation rate, as applicable.

- (i) For index-based capacity release transactions, Steckman Ridge shall support the ability of Releasing Customer to specify in the capacity release offer 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 5.19(g) above, Steckman Ridge 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 Steckman Ridge in a tabular format.

Steckman Ridge shall provide the allocated quantities to Releasing Customer in a tabular file to be described by Steckman Ridge. 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).

FERC GAS TARIFF
FILED AGREEMENTS
of
STECKMAN RIDGE, LP

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Any communications regarding this Tariff should be addressed to:

~~Janice K. Devers~~ [Christopher Harvey](#)
~~General Manager, Tariffs and Commercial Development~~ [Director, Regulatory](#)
Steckman Ridge, LP
5400 Westheimer Court
Houston, Texas 77056-5310
Telephone: (713) 627-~~6170~~[5113](#)
Facsimile: (713) 627-~~5041~~[5947](#)

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Steckman Ridge, LP 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
Steckman Ridge, LP