



November 13, 2024

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Gas Transmission Northwest LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

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Re: Gas Transmission Northwest LLC
Non-Conforming Negotiated Rate Agreement
Docket No. RP25-____-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ Gas Transmission Northwest LLC (“GTN”) hereby respectfully submits for filing and acceptance certain revised tariff sections² to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1-A (“Tariff”). The revised tariff sections are being submitted to report three (3) negotiated rate service agreements with non-conforming provisions under Rate Schedule FTS-1 (“FTS-1”) that GTN has entered into with Tourmaline Oil Marketing Corp., Intermountain Gas Company, and Cascade Natural Gas Corporation (collectively, the “Project Shippers”), as further described herein (collectively, the “Agreements”). GTN respectfully requests that the Commission accept the proposed tariff sections, included herein as Appendix A, to become effective December 13, 2024.

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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Director, Rates, Tariffs & Modernization
Gas Transmission Northwest LLC
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John P. Ryan *
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¹ 18 C.F.R. § 154.501 (2024).

² Specifically, Part 4.6 – Statement of Rates, Negotiated Rate Agreements – FTS-1 and LFS-1 (“Section 4.6”); Part 4.7 – Statement of Rates, Footnotes for Negotiated Rates – FTS-1 and LFS-1 (“Section 4.7”); and Part 4.10 – Statement of Rates, Non-Conforming Service Agreements (“Section 4.10”).

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Statement of Nature, Reasons and Basis for Filing

This filing is being submitted to update GTN's reporting of negotiated rate transactions initiated in accordance with the Commission's October 28, 1999 Order in Docket No. RP99-518-000.³ Section 4.6 of GTN's Tariff lists each negotiated rate agreement under Rate Schedules FTS-1 and LFS-1, identifying (1) the name of the shipper; (2) the term of the contract; (3) the rate schedule; (4) the contract quantity; (5) the receipt and delivery points; and (6) the footnote where an explanation of the negotiated rate can be found. Section 4.7 lists the corresponding explanatory footnotes that provide further detail for each negotiated rate agreement listed in Section 4.6. Section 4.10 list each non-conforming service agreement, identifying (1) the name of the shipper; (2) the contract number; (3) the rate schedule; (4) the effective date; and (5) the termination date.

Background

On October 23, 2023, the Commission issued an Order Issuing Certificate ("Certificate Order") in docket number CP22-2-000 authorizing GTN to construct and operate the GTN XPress Project ("Project").⁴ The Project is designed to enable GTN to provide an additional 150,000 dekatherms ("Dth") per day of firm transportation service on its mainline system. The Project has an estimated in-service date of December 13, 2024. Accordingly, pursuant to Section 4.6, Section 4.7, Section 4.10, and the Certificate Order,⁵ GTN is submitting the Agreements, included herein as part of Appendix A, as negotiated rate agreements containing non-conforming provisions, as further discussed below.

Non-Conforming Provisions

The Agreements contain provisions which deviate from applicable FTS-1 *pro forma* Form of Service Agreement ("FTSA") in GTN's Tariff. Specifically, the Agreements each contain a non-conforming provision in Part 3 (Term) stating that the Project Shippers have the right to extend the term of their respective service agreements for up to two successive 5-year terms. GTN's Tariff provides that GTN and

³ *PG&E Gas Transmission, Northwest Corporation*, 89 FERC ¶ 61,114 (1999).

⁴ *Gas Transmission Northwest LLC*, 185 FERC ¶ 61,035 (2023).

⁵ Certificate Order at P 55 (GTN must file either its negotiated rate agreements or a tariff record setting forth the essential elements of the agreements in accordance with the Commission's Alternative Rate Policy Statement and the Commission's negotiated rate policies).

a shipper may mutually agree to an extension of the term of a service agreement with respect to all or part of the underlying capacity.⁶ Thus, the extension right included in each of the Agreements giving the Project Shippers the right to extend the terms of their respective service agreements is consistent with GTN's Tariff. Additionally, the Commission has previously permitted pipelines to include similar provisions in service agreements allowing shippers the right to extend the term of a service agreement.⁷

Negotiated Rates

Additionally, the Agreements are filed herein as service agreements containing negotiated rates. Specifically, GTN has mutually agreed with each of the Project Shippers that such shippers shall pay a Negotiated Daily Demand Rate of \$0.31 per dekatherm. Additionally, Project Shippers shall pay the maximum applicable system commodity rate and all reservation and usage surcharges under FTS-1 pursuant to GTN's Tariff, as amended from time to time. In the event the Commission's certificate order, CP22-2-000, denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in rates by the Commission in a final, non appealable order, then the Negotiated Daily Demand Rate will be reduced to \$0.28 per Dth effective on the first calendar day of the month immediately following such order.

By the instant filing, GTN is proposing to modify Sections 4.6, 4.7, and 4.10 to reflect the addition of the Agreements. Service under the Agreements commences on December 13, 2024. GTN advises that no undisclosed agreements, etc., are linked to the Agreements.

Effective Date

GTN respectfully requests that the Commission accept the proposed tariff sections and the Agreements, included as Appendix A, to become effective December 13, 2024.

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

⁶ GTN Tariff Part 6.33 – General Terms and Conditions; Right of First Refusal Upon Termination of Firm Service Agreement.

⁷ See *Columbia Gas Transmission, LLC*, Docket No. RP18-25-000 (November 2, 2017) (unpublished Director's Letter Order); *Portland Natural Gas Transmission System*, Docket No. RP22-9-000 (October 19, 2021) (unpublished Director's Letter Order).

Contents of Filing

In accordance with Section 154.7 of the Commission's regulations, GTN is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff sections (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. A marked version of the Agreements (Appendix C).

Certificate of Service


As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of GTN's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at GTN's principal place of business.

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Sorana Linder at (832) 320-5209.

Respectfully submitted,

Gas Transmission Northwest LLC



Sorana Linder
Director, Rates, Tariffs & Modernization

Enclosures

Appendix A

Clean Tariff Sections

Gas Transmission Northwest LLC

<u>Tariff Section</u>		<u>Version</u>
4.6	Statement of Rates, Negotiated Rate Agreements – FTS-1 and LFS-1	v.16.0.0
4.7	Statement of Rates, Footnotes for Negotiated Rates – FTS-1 and LFS-1	v.16.0.0
4.10	Statement of Rates, Non-Conforming Service Agreements	v.5.0.0
9.2	Non-Conforming Agreements with Negotiated Rates, Cascade Natural Gas Corporation FTS-1 (#20180)	v.0.0.0
9.3	Non-Conforming Agreements with Negotiated Rates, Intermountain Gas Company FTS-1 (#20181)	v.0.0.0
9.4	Non-Conforming Agreements with Negotiated Rates, Tourmaline Oil Marketing FTS-1 (#20184)	v.0.0.0

STATEMENT OF EFFECTIVE RATES AND CHARGES
 FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULES FTS-1 AND LFS-1

<u>SHIPPER</u>	<u>TERM OF CONTRACT</u>	<u>RATE SCHEDULE</u>	<u>DTH/D</u>	<u>PRIMARY RECEIPT POINT</u>	<u>PRIMARY DELIVERY POINT</u>	<u>RATE /2 /3</u>
Avista Corporation /1	11/1/01 - 10/31/25	FTS-1	20,000	Medford	Medford Ext. Meter	/7
Powerex Corp./1	04/01/16 - 10/31/16	FTS-1	20,000	Kingsgate	Malin	/5
Mercuria Commodities Canada Corporation /1	04/01/18 03/31/24	FTS-1	60,000	Kingsgate	Malin	/4
Avangrid Renewables, LLC /1	06/03/01 10/31/25	FTS-1	80,000	Medford	Klamath Cogeneration	/6
Seven Generations Energy (US) Corp.	06/01/20 05/31/35	FTS-1	66,020	Kingsgate	Malin	/8
CanNat Energy Inc	07/01/20 06/30/35	FTS-1	54,658	Kingsgate	Malin	/9
CIMA Energy, LP	07/01/20 06/30/36	FTS-1	5,000	Kingsgate	Malin	/9
Murphy Canada, Ltd.	07/01/20 06/30/35	FTS-1	52,760	Kingsgate	Malin	/9
ARC Resources Ltd.	07/01/20 06/30/35	FTS-1	23,000	Kingsgate	Malin	/9
Veren U.S. Corporation	07/01/20 03/31/36	FTS-1	7,600	Kingsgate	Malin	/10
Seven Generations Energy (US) Corp.	11/1/2019 10/31/2034	FTS-1	11,063	Kingsgate	Malin	/11
Intermountain Gas Company	11/01/20 05/31/35	FTS-1	15,109	Kingsgate	Malin	/12
Tourmaline Oil Marketing Corp.	03/17/23 03/16/57	FTS-1	100,000	Kingsgate	Malin	/13

NRG Business Marketing LLC /1	06/01/24 06/30/24	FTS-1	5,000	Kingsgate	Malin	/14
NRG Business Marketing LLC /1	06/01/24 06/30/24	FTS-1	5,000	Kingsgate	Malin	/15
Tourmaline Oil Marketing Corp. /1	07/17/24 Full in-service of GTNXP	FTS-1	17,000	Kingsgate	Malin	/16
Intermountain Gas Company /1	07/17/24 Full in-service of GTNXP	FTS-1	26,333	Kingsgate	Malin	/16
Cascade Natural Gas Corporation /1	07/17/24 Full in-service of GTNXP	FTS-1	6,667	Kingsgate	Malin	/16
Cascade Natural Gas Corporation	12/13/24 1/12/56	FTS-1	20,000	Kingsgate	Malin	/17
Intermountain Gas Company	12/13/24 1/12/55	FTS-1	79,000	Kingsgate	Malin	/17
Tourmaline Oil Marketing Corp.	12/13/24 12/12/57	FTS-1	51,000	Kingsgate	Malin	/17

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

Negotiated Rate Agreements Under Rate Schedules FTS-1 and LFS-1

Explanatory Footnotes for Negotiated Rates
under Rate Schedules FTS-1 and LFS-1

- /1 This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- /2 Unless otherwise noted, all Shippers pay GTN's maximum Reservation Charge, Delivery Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- /3 Index Price References: Unless otherwise noted, references to "Daily Index Price" shall mean the price survey midpoint for the specified point as published in Gas Daily for the day of gas flow. Weekend and holiday prices will be determined using the next available Gas Daily publication. Unless otherwise noted, the references to the "NGI FOM" for a specified point shall mean Natural Gas Intelligence's First of Month Bid Week Survey (Supplement to NGI's Weekly Gas Index) Spot Gas Price for the specified point.
- /4 a. GTN and Shipper have agreed to a fixed reservation reservation charge of \$.2565 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the Rate Reduction shall expire and the negotiated rate shall revert to \$.27 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /5 GTN and Shipper have agreed to a Fixed Reservation Rate Charge of \$0.26300 inclusive of the mileage and non-mileage components, which shall be applicable to the Primary Receipt and Delivery Points as well as secondary points, as follows:
- Secondary Receipt Points: All points on GTN's system
Secondary Delivery Points: All points on GTN's system
- In addition, Shipper shall pay all applicable charges and surcharges in accordance with GTN's FERC Gas Tariff.
- /6 a. For the period January 1, 2019, to December 31, 2021, GTN and Shipper have agreed that the negotiated rate shall be \$0.085821 for the Monthly Reservation Charge for the Initial Quantity set forth in Exhibit B of the agreement, and \$0.033703 for the Monthly Reservation Charge for the Option Quantity set forth in Exhibit B of the agreement along with applicable surcharges.

b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the rate reduction described in a., above, shall expire and the negotiated rate shall revert to \$0.090338 per dekatherm per mile for the Monthly Reservation Charge for the Initial Quantity set forth in Exhibit B of the agreement, and \$0.035477 for the Monthly Reservation Charge for the Option Quantity set forth in Exhibit B of the agreement along with applicable surcharges.

- /7 The Reservation charge shall be equal to the rate set forth in GTN's FERC Gas Tariff identified as FTS-1 E-2 (WWP), or its successor, multiplied by the appropriate Effective Period Percentage as shown in the following table.

Effective Period	Percentage
11/1/01-10/31/02	75%
11/1/02-10/31/03	80%
11/1/03-10/31/04	85%
11/1/04-10/31/05	90%
11/1/05-10/31/06	95%
11/1/06-10/31/25	100%

The Daily Delivery Charge shall be equal to the 100% load factor equivalent of the FTS-1 E-2 rate, or its successor, and shall be multiplied by the positive difference between (a) volumes delivered and (b) the contract MDQ times the appropriate Effective Period Percentage.

Daily Delivery Charge = [Dth Delivered - (MDQ * Effective Period %)] * 100% Load Factor Equivalent FTS-1 E-2

- /8 Effective November 1, 2020 continuing until May 31, 2035, GTN and Shipper have agreed to a fixed reservation charge of \$0.2500 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /9 a. GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /10 a. GTN and Shipper have agreed to a fixed Reservation Charge of \$0.2470 along with applicable surcharges for all quantities on the Kingsgate to Malin path.

- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2600 along with applicable surcharges.
- /11 a. Effective November 1, 2019 continuing until December 31, 2021, GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /12 a. Effective November 1, 2020 continuing until December 31, 2021, GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective January 1, 2022 and continuing until May 31, 2035, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /13 Effective March 17, 2023 and continuing until March 16, 2057, GTN and Shipper have agreed to a fixed reservation charge of \$0.2800 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /14 Effective June 1, 2024 and continuing until June 30, 2024, GTN and Shipper have agreed to a fixed reservation charge of \$0.35000 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /15 Effective June 1, 2024 and continuing until June 30, 2024, GTN and Shipper have agreed to a fixed reservation charge of \$0.40000 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /16 Effective July 17, 2024, GTN and Shipper have agreed that Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31 per dekatherm along with the maximum applicable system commodity rate and all applicable maximum reservation and commodity surcharges.
- /17 Effective December 13, 2024. GTN and Shipper have agreed that Shipper shall pay a Negotiated Demand Rate equal to \$0.31 per dekatherm along with the maximum applicable system commodity rate and all applicable maximum reservation and commodity surcharges.
- /18 Reserved

NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO § 154.112(b)

Name of Shipper	Contract Number	Rate Schedule	Effective Date	Termination Date
Cascade Natural Gas Corporation	152	FTS-1	11/1/1993	10/31/2023
Chevron USA Inc.	153	FTS-1	11/1/1993	10/31/2023
City of Burbank	154	FTS-1	11/1/1993	10/31/2023
IGI Resources, Inc.	158	FTS-1	11/1/1993	10/31/2013
Northern California Power Agency	163	FTS-1	11/1/1993	10/31/2023
Talisman Energy Inc	167	FTS-1	11/1/1993	10/31/2023
Paramount Resources US Inc.	168	FTS-1	11/1/1993	10/31/2023
Petro-Canada Hydrocarbons, Inc.	169	FTS-1	11/1/1993	10/31/2023
Sacramento Municipal Utility District	170	FTS-1	11/1/1993	10/31/2023
Avista Corporation	177	FTS-1	11/1/1993	10/31/2023
Avista Corporation	178	FTS-1	11/1/1993	10/31/2023
Cascade Natural Gas Corporation	179	FTS-1	11/1/1993	10/31/2023
Northwest Natural Gas Company	180	FTS-1	11/1/1993	10/31/2023
Puget Sound Energy, Inc.	181	FTS-1	11/1/1993	10/31/2023
Avista Corporation	182	FTS-1	11/1/1993	10/31/2023
Avista Corporation	2591	FTS-1	8/1/1995	10/31/2025
Avista Corporation	2857	FTS-1	11/1/1995	10/31/2025
Avista Corporation	2858	FTS-1	11/1/1995	10/31/2025
Iberdrola Renewables, Inc.	7828	FTS-1	6/3/2001	10/31/2025
Avista Corporation	8035	FTS-1	11/1/2001	10/31/2025
Pacific Gas and Electric Company	111	ITS-1	2/1/1992	10/31/2010
Northwest Natural Gas Company	112	ITS-1	4/1/1992	3/31/2011
Petro-Canada Hydrocarbons, Inc.	119	ITS-1	4/22/1992	4/22/2011
Morgan Stanley Capital Group Inc.	144	ITS-1	7/23/1993	9/30/2010
Shell Energy North America (US), L.P.	146	ITS-1	8/1/1993	8/1/2010
BP Canada Energy Marketing Corp.	4621	AIS-1	12/1/1996	12/31/2010
Sempra Energy Trading Corp.	4721	AIS-1	1/1/1997	12/31/2010
EnCana Marketing (USA) Inc.	4770	AIS-1	1/25/1997	12/31/2010
Nexen Marketing U.S.A., Inc.	6759	AIS-1	6/17/1999	12/31/2010
Shell Energy North America (US), L.P.	7047	AIS-1	4/10/2000	12/31/2010
Sierra Pacific Power Company	7068	AIS-1	4/27/2000	12/4/2019
City of Glendale	7804	AIS-1	5/30/2001	12/31/2021
Iberdrola Renewables, Inc.	7806	AIS-1	5/30/2001	12/31/2021
Petro-Canada Hydrocarbons, Inc.	7807	AIS-1	5/30/2001	12/31/2021
Chevron U.S.A. Inc.	7812	AIS-1	5/30/2001	12/31/2021
Salmon Resources Ltd.	7816	AIS-1	5/30/2001	12/31/2021
Constellation Energy Commodities Group, Inc.	8038	AIS-1	8/2/2001	8/31/2021
Enserco Energy Inc.	8176	AIS-1	11/27/2001	11/30/2021
ConocoPhillips Company	8228	AIS-1	1/8/2002	1/31/2022
UBS AG (London Branch)	8318	AIS-1	4/11/2002	4/30/2023

Concord Energy LLC	8421	AIS-1	7/22/2002	7/31/2012
Tenaska Marketing Ventures	8559	AIS-1	1/1/2003	12/31/2012
Cargill, Inc.	8594	AIS-1	3/19/2003	3/31/2013
Merrill Lynch Commodities, Inc.	8674	AIS-1	6/13/2003	6/13/2023
Apache Corporation	8670	AIS-1	7/1/2003	6/30/2013
Tenaska Marketing Ventures	8880	AIS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8887	AIS-1	12/1/2003	7/1/2011
United Energy Trading, LLC	9002	AIS-1	3/1/2004	2/28/2014
Select Natural Gas LLC	8978	AIS-1	3/3/2004	3/3/2014
National Fuel Marketing Company LLC	9035	AIS-1	4/27/2004	4/30/2014
Fortis Energy Marketing & Trading GP	9115	AIS-1	7/17/2004	6/30/2014
Powerex Corp.	9149	AIS-1	8/16/2004	7/31/2014
Louis Dreyfus Energy Services L.P.	9281	AIS-1	11/8/2004	10/31/2014
Pacific Summit Energy LLC	9285	AIS-1	11/15/2004	10/31/2010
Devlar Energy Marketing, LLC	9630	AIS-1	6/1/2005	5/31/2015
Suncor Energy Marketing Inc.	9774	AIS-1	10/1/2005	9/30/2015
CanNat Energy Inc.	10197	AIS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10308	AIS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10336	AIS-1	11/1/2006	10/31/2010
Occidental Energy Marketing, Inc.	10359	AIS-1	12/22/2006	12/31/2010
NextEra Energy Power Marketing, LLC	10625	AIS-1	4/10/2008	4/30/2018
Natural Gas Exchange, Inc.	10639	AIS-1	4/29/2008	4/30/2018
Citigroup Energy Inc.	10646	AIS-1	5/30/2008	5/31/2018
IGI Resources, Inc.	4576	PS-1	12/1/1996	12/31/2010
Macquarie Cook Energy, LLC	4619	PS-1	12/1/1996	12/31/2010
Sempra Energy Trading Corp.	4720	PS-1	1/1/1997	12/31/2010
EnCana Marketing (USA) Inc.	4868	PS-1	3/1/1997	12/31/2010
Shell Energy North America (US), L.P.	4908	PS-1	3/5/1997	12/31/2010
Husky Gas Marketing Inc.	5348	PS-1	7/3/1997	12/31/2010
Enserco Energy Inc.	5677	PS-1	10/6/1997	12/31/2010
National Fuel Marketing Company LLC	5679	PS-1	10/7/1997	12/31/2010
United States Gypsum Company	5837	PS-1	11/3/1997	5/17/2010
Northwest Natural Gas Company	5992	PS-1	2/13/1998	12/31/2023
Chevron U.S.A. Inc.	6226	PS-1	5/14/1998	12/31/2010
San Diego Gas & Electric Company	6378	PS-1	8/25/1998	12/31/2010
Southern California Gas Company	6613	PS-1	12/14/1998	12/31/2010
Puget Sound Energy, Inc.	7061	PS-1	4/20/2000	4/20/2020
Hermiston Generating Company, L.P.	7798	PS-1	5/30/2001	12/31/2021
City of Glendale	7803	PS-1	5/30/2001	12/31/2021
Iberdrola Renewables, Inc.	7805	PS-1	5/30/2001	12/31/2021
Questar Energy Trading Company	7819	PS-1	5/30/2001	12/31/2021
El Paso Energy Marketing Company	7820	PS-1	5/30/2001	12/31/2021
Sempra Energy Trading Corp.	7833	PS-1	6/14/2001	6/8/2020
Constellation Energy Commodities Group, Inc.	8037	PS-1	8/2/2001	8/31/2021
ConocoPhillips Company	8229	PS-1	1/8/2002	1/31/2022
Tractebel Energy Marketing, Inc.	8283	PS-1	3/14/2002	3/31/2022
UBS AG (London Branch)	8316	PS-1	4/11/2002	4/30/2023

RWE Trading Americas Inc.	8324	PS-1	4/16/2002	4/30/2022
Fortis Energy Marketing & Trading GP	8340	PS-1	5/2/2002	5/31/2022
Concord Energy LLC	8406	PS-1	7/22/2002	7/31/2012
Select Natural Gas LLC	8534	PS-1	11/15/2002	10/31/2012
Tenaska Marketing Ventures	8539	PS-1	12/1/2002	11/30/2012
Cargill, Inc.	8595	PS-1	3/19/2003	3/31/2013
United Energy Trading, LLC	8652	PS-1	5/23/2003	5/31/2013
Apache Corporation	8668	PS-1	7/1/2003	6/30/2013
Occidental Energy Marketing, Inc.	8784	PS-1	9/10/2003	8/31/2013
Tenaska Marketing Ventures	8873	PS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8886	PS-1	12/1/2003	7/1/2011
Devon Canada Marketing Corporation	8923	PS-1	2/1/2004	1/31/2014
Merrill Lynch Commodities, Inc.	9018	PS-1	4/7/2004	4/7/2014
Pacific Summit Energy LLC	9173	PS-1	8/30/2004	8/30/2010
Louis Dreyfus Energy Canada LP	9263	PS-1	10/29/2004	10/31/2010
Louis Dreyfus Energy Services L.P.	9273	PS-1	11/4/2004	10/31/2014
Devlar Energy Marketing, LLC	9584	PS-1	5/2/2005	4/30/2015
Suncor Energy Marketing Inc.	9772	PS-1	10/1/2005	9/30/2015
J.P. Morgan Ventures Energy Corporation	9948	PS-1	2/1/2006	1/31/2016
CanNat Energy Inc.	10195	PS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10310	PS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10332	PS-1	11/1/2006	10/31/2011
El Paso Ruby Holding Company, LLC	12071	FTS-1	11/1/2012	3/31/2018
Portland General Electric Company	17293	FTS-1	10/31/2015	10/31/2045
Cascade Natural Gas Corporation	20180	FTS-1	12/13/2024	1/12/2056
Intermountain Gas Company	20181	FTS-1	12/13/2024	1/12/2055
Tourmaline Oil Marketing Corp.	20184	FTS-1	12/13/2024	12/12/2057

Firm Transportation Service Agreement
Rate Schedule FTS-1

Cascade Natural Gas Corporation
(#20180)

Agreement Effective Date: December 13, 2024

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this 12th day of November, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Cascade Natural Gas Corporation, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20180 on April 12, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20180 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related

Date: November 4, 2024

Contract No.: 20180

Amendment No.: 01

to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

- 1.4 As of November 12, 2024, the terms and conditions of this Amended and Restated Agreement No. 20180, Amendment No. 1 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 12, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “**In-Service Date**”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 31 years and 1 month from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an “Extended Term”), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term of such phase, at the same rates and commercial terms as those set forth herein for such phase. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN’s Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

Project; provided, however, in the event that no such incremental rate and/or quantities are approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V
Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" CASCADE NATURAL GAS CORPORATION
8113 W. Grandridge Blvd
Kennewick, WA, 99336
Attention: Chris Robbins
Email: Chris.Robbins@cngc.com

Date: November 4, 2024

Contract No.: 20180

Amendment No.: 01

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 4, 2024

Contract No.: 20180
Amendment No.: 01

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CW JR
JW JS

GAS TRANSMISSION NORTHWEST LLC

By: Kay Dennison
Name: Kay Dennison
Title: Director, Transportation Accounting & Contracts

CASCADE NATURAL GAS CORPORATION

By: Scott Madison
Name: Scott Madison
Title: EVP, Business Dev and Gas Supply

Date: November 4, 2024

Contract No.: 20180
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated November 12, 2024

Between

GAS TRANSMISSION NORTHWEST LLC

and CASCADE NATURAL GAS CORPORATION

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments (if applicable)</u>	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	20,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “**In-Service Date**”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 31 years and 1 month from the In-Service date.

Firm Transportation Service Agreement
Rate Schedule FTS-1

Intermountain Gas Company
(#20181)

Agreement Effective Date: December 13, 2024

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this 12th day of November, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Intermountain Gas Company, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20181 on April 20, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20181 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

- 1.4 As of November 12, 2024, the terms and conditions of this Amended and Restated Agreement No. 20181, Amendment No. 01 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 20, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the **"In-Service Date"**) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the **"Targeted In-Service Date"**); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 30 years and 1 month from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an "Extended Term"), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term, at the same rates and commercial terms as those set forth herein. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of written agreement within the Service Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall extend and apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the Project; provided, however, in the event that no such incremental rate and/or quantities are

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V
Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" INTERMOUNTAIN GAS COMPANY
555 S. Cole Road
Boise, ID, 83709
Attention: Scott Madison
Email: Scott.madison@intgas.com

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 5, 2024

Contract No.: 20181
Amendment No.: 01

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST LLC

CW JR
JW JS

By: Kay Dennison
Name: Kay Dennison
Title: Director, Transportation Accounting & Contracts

INTERMOUNTAIN GAS COMPANY

By: Scott Madison
Name: Scott Madison
Title: EVP, Business Dev and Gas Supply

Date: November 5, 2024

Contract No.: 20181
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated November 12, 2024

Between

GAS TRANSMISSION NORTHWEST LLC
and INTERMOUNTAIN GAS COMPANY

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments (if applicable)</u>	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	79,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the **“In-Service Date”**) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the **“Targeted In-Service Date”**); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 30 years and 1 month from the In-Service date.

Firm Transportation Service Agreement
Rate Schedule FTS-1

Tourmaline Oil Marketing Corp.
(#20184)

Agreement Effective Date: December 13, 2024

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

**APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1**

THIS AGREEMENT is made and entered into this 12th day of November, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Tourmaline Oil Marketing Corp., (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20184 on April 3, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20184 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

**I
General**

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

- 1.4 As of Nov 12, 2024 the terms and conditions of this Amended and Restated Agreement No. 20184, Amendment No. 01 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 3, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the "**In-Service Date**") of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the "**Targeted In-Service Date**"); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 33 years from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an "Extended Term"), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term of such phase, at the same rates and commercial terms as those set forth herein for such phase. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the Project; provided, however, in the event that no such incremental rate and/or quantities are

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V
Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" TOURMALINE OIL MARKETING CORP.
2900, 250 6th Ave SW
Calgary, Alberta, AB, T2P 3H7
Attention: Marketing Team
Fax Number: 403-266-5953
Email: MarketingTeam@tourmalineoil.com

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 6, 2024

Contract No.: 20184
Amendment No.: 01

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST LLC

CW ge
JW JS

By: Kay Dennison
Name: Kay Dennison
Title: Director, Transportation Accounting & Contracts

TOURMALINE OIL MARKETING CORP.

By: Sherra Aspin
Name: Sherra Aspin
Title: VP Marketing

Date: November 6, 2024

Contract No.: 20184
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated Nov 12, 2024

Between

GAS TRANSMISSION NORTHWEST LLC
and TOURMALINE OIL MARKETING CORP.

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments</u> (if applicable)	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	51,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 33 years from the In-Service date.

Appendix B

Marked Tariff Sections

Gas Transmission Northwest LLC

<u>Tariff Section</u>		<u>Version</u>
4.6	Statement of Rates, Negotiated Rate Agreements – FTS-1 and LFS-1	v.16.0.0
4.7	Statement of Rates, Footnotes for Negotiated Rates – FTS-1 and LFS-1	v.16.0.0
4.10	Statement of Rates, Non-Conforming Service Agreements	v.5.0.0

STATEMENT OF EFFECTIVE RATES AND CHARGES
 FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULES FTS-1 AND LFS-1

<u>SHIPPER</u>	<u>TERM OF CONTRACT</u>	<u>RATE SCHEDULE</u>	<u>DTH/D</u>	<u>PRIMARY RECEIPT POINT</u>	<u>PRIMARY DELIVERY POINT</u>	<u>RATE /2 /3</u>
Avista Corporation /1	11/1/01 - 10/31/25	FTS-1	20,000	Medford	Medford Ext. Meter	/7
Powerex Corp./1	04/01/16 - 10/31/16	FTS-1	20,000	Kingsgate	Malin	/5
Mercuria Commodities Canada Corporation /1	04/01/18 03/31/24	FTS-1	60,000	Kingsgate	Malin	/4
Avangrid Renewables, LLC /1	06/03/01 10/31/25	FTS-1	80,000	Medford	Klamath Cogeneration	/6
Seven Generations Energy (US) Corp.	06/01/20 05/31/35	FTS-1	66,020	Kingsgate	Malin	/8
CanNat Energy Inc	07/01/20 06/30/35	FTS-1	54,658	Kingsgate	Malin	/9
CIMA Energy, LP	07/01/20 06/30/36	FTS-1	5,000	Kingsgate	Malin	/9
Murphy Canada, Ltd.	07/01/20 06/30/35	FTS-1	52,760	Kingsgate	Malin	/9
ARC Resources Ltd.	07/01/20 06/30/35	FTS-1	23,000	Kingsgate	Malin	/9
Veren U.S. Corporation	07/01/20 03/31/36	FTS-1	7,600	Kingsgate	Malin	/10
Seven Generations Energy (US) Corp.	11/1/2019 10/31/2034	FTS-1	11,063	Kingsgate	Malin	/11
Intermountain Gas Company	11/01/20 05/31/35	FTS-1	15,109	Kingsgate	Malin	/12
Tourmaline Oil Marketing Corp.	03/17/23 03/16/57	FTS-1	100,000	Kingsgate	Malin	/13

NRG Business Marketing LLC /1	06/01/24 06/30/24	FTS-1	5,000	Kingsgate	Malin	/14
NRG Business Marketing LLC /1	06/01/24 06/30/24	FTS-1	5,000	Kingsgate	Malin	/15
Tourmaline Oil Marketing Corp. /1	07/17/24 Full in-service of GTNXP	FTS-1	17,000	Kingsgate	Malin	/16
Intermountain Gas Company /1	07/17/24 Full in-service of GTNXP	FTS-1	26,333	Kingsgate	Malin	/16
Cascade Natural Gas Corporation /1	07/17/24 Full in-service of GTNXP	FTS-1	6,667	Kingsgate	Malin	/16
<u>Cascade Natural Gas Corporation</u>	<u>12/13/24 1/12/56</u>	<u>FTS-1</u>	<u>20,000</u>	<u>Kingsgate</u>	<u>Malin</u>	<u>/17</u>
<u>Intermountain Gas Company</u>	<u>12/13/24 1/12/55</u>	<u>FTS-1</u>	<u>79,000</u>	<u>Kingsgate</u>	<u>Malin</u>	<u>/17</u>
<u>Tourmaline Oil Marketing Corp.</u>	<u>12/13/24 12/12/57</u>	<u>FTS-1</u>	<u>51,000</u>	<u>Kingsgate</u>	<u>Malin</u>	<u>/17</u>

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

Negotiated Rate Agreements Under Rate Schedules FTS-1 and LFS-1

Explanatory Footnotes for Negotiated Rates
under Rate Schedules FTS-1 and LFS-1

- /1 This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- /2 Unless otherwise noted, all Shippers pay GTN's maximum Reservation Charge, Delivery Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- /3 Index Price References: Unless otherwise noted, references to "Daily Index Price" shall mean the price survey midpoint for the specified point as published in Gas Daily for the day of gas flow. Weekend and holiday prices will be determined using the next available Gas Daily publication. Unless otherwise noted, the references to the "NGI FOM" for a specified point shall mean Natural Gas Intelligence's First of Month Bid Week Survey (Supplement to NGI's Weekly Gas Index) Spot Gas Price for the specified point.
- /4 a. GTN and Shipper have agreed to a fixed reservation reservation charge of \$.2565 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the Rate Reduction shall expire and the negotiated rate shall revert to \$.27 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /5 GTN and Shipper have agreed to a Fixed Reservation Rate Charge of \$0.26300 inclusive of the mileage and non-mileage components, which shall be applicable to the Primary Receipt and Delivery Points as well as secondary points, as follows:
- Secondary Receipt Points: All points on GTN's system
Secondary Delivery Points: All points on GTN's system
- In addition, Shipper shall pay all applicable charges and surcharges in accordance with GTN's FERC Gas Tariff.
- /6 a. For the period January 1, 2019, to December 31, 2021, GTN and Shipper have agreed that the negotiated rate shall be \$0.085821 for the Monthly Reservation Charge for the Initial Quantity set forth in Exhibit B of the agreement, and \$0.033703 for the Monthly Reservation Charge for the Option Quantity set forth in Exhibit B of the agreement along with applicable surcharges.

b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the rate reduction described in a., above, shall expire and the negotiated rate shall revert to \$0.090338 per dekatherm per mile for the Monthly Reservation Charge for the Initial Quantity set forth in Exhibit B of the agreement, and \$0.035477 for the Monthly Reservation Charge for the Option Quantity set forth in Exhibit B of the agreement along with applicable surcharges.

- /7 The Reservation charge shall be equal to the rate set forth in GTN's FERC Gas Tariff identified as FTS-1 E-2 (WWP), or its successor, multiplied by the appropriate Effective Period Percentage as shown in the following table.

Effective Period	Percentage
11/1/01-10/31/02	75%
11/1/02-10/31/03	80%
11/1/03-10/31/04	85%
11/1/04-10/31/05	90%
11/1/05-10/31/06	95%
11/1/06-10/31/25	100%

The Daily Delivery Charge shall be equal to the 100% load factor equivalent of the FTS-1 E-2 rate, or its successor, and shall be multiplied by the positive difference between (a) volumes delivered and (b) the contract MDQ times the appropriate Effective Period Percentage.

Daily Delivery Charge = [Dth Delivered - (MDQ * Effective Period %)] * 100% Load Factor Equivalent FTS-1 E-2

- /8 Effective November 1, 2020 continuing until May 31, 2035, GTN and Shipper have agreed to a fixed reservation charge of \$0.2500 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /9 a. GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /10 a. GTN and Shipper have agreed to a fixed Reservation Charge of \$0.2470 along with applicable surcharges for all quantities on the Kingsgate to Malin path.

- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2600 along with applicable surcharges.
- /11 a. Effective November 1, 2019 continuing until December 31, 2021, GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective the earlier of January 1, 2022, or the termination of the Amended Settlement in Docket No. RP15-904-001, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /12 a. Effective November 1, 2020 continuing until December 31, 2021, GTN and Shipper have agreed to a fixed reservation charge of \$0.2375 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- b. Effective January 1, 2022 and continuing until May 31, 2035, the negotiated rate for all quantities on the Kingsgate to Malin path shall be a fixed Reservation Charge of \$0.2500 along with applicable surcharges.
- /13 Effective March 17, 2023 and continuing until March 16, 2057, GTN and Shipper have agreed to a fixed reservation charge of \$0.2800 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /14 Effective June 1, 2024 and continuing until June 30, 2024, GTN and Shipper have agreed to a fixed reservation charge of \$0.35000 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /15 Effective June 1, 2024 and continuing until June 30, 2024, GTN and Shipper have agreed to a fixed reservation charge of \$0.40000 along with applicable surcharges for all quantities on the Kingsgate to Malin path.
- /16 Effective July 17, 2024, GTN and Shipper have agreed that Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31 per dekatherm along with the maximum applicable system commodity rate and all applicable maximum reservation and commodity surcharges.
- /17 ~~Reserved~~Effective December 13, 2024. GTN and Shipper have agreed that Shipper shall pay a Negotiated Demand Rate equal to \$0.31 per dekatherm along with the maximum applicable system commodity rate and all applicable maximum reservation and commodity surcharges.

/18 Reserved

NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO § 154.112(b)

Name of Shipper	Contract Number	Rate Schedule	Effective Date	Termination Date
Cascade Natural Gas Corporation	152	FTS-1	11/1/1993	10/31/2023
Chevron USA Inc.	153	FTS-1	11/1/1993	10/31/2023
City of Burbank	154	FTS-1	11/1/1993	10/31/2023
IGI Resources, Inc.	158	FTS-1	11/1/1993	10/31/2013
Northern California Power Agency	163	FTS-1	11/1/1993	10/31/2023
Talisman Energy Inc	167	FTS-1	11/1/1993	10/31/2023
Paramount Resources US Inc.	168	FTS-1	11/1/1993	10/31/2023
Petro-Canada Hydrocarbons, Inc.	169	FTS-1	11/1/1993	10/31/2023
Sacramento Municipal Utility District	170	FTS-1	11/1/1993	10/31/2023
Avista Corporation	177	FTS-1	11/1/1993	10/31/2023
Avista Corporation	178	FTS-1	11/1/1993	10/31/2023
Cascade Natural Gas Corporation	179	FTS-1	11/1/1993	10/31/2023
Northwest Natural Gas Company	180	FTS-1	11/1/1993	10/31/2023
Puget Sound Energy, Inc.	181	FTS-1	11/1/1993	10/31/2023
Avista Corporation	182	FTS-1	11/1/1993	10/31/2023
Avista Corporation	2591	FTS-1	8/1/1995	10/31/2025
Avista Corporation	2857	FTS-1	11/1/1995	10/31/2025
Avista Corporation	2858	FTS-1	11/1/1995	10/31/2025
Iberdrola Renewables, Inc.	7828	FTS-1	6/3/2001	10/31/2025
Avista Corporation	8035	FTS-1	11/1/2001	10/31/2025
Pacific Gas and Electric Company	111	ITS-1	2/1/1992	10/31/2010
Northwest Natural Gas Company	112	ITS-1	4/1/1992	3/31/2011
Petro-Canada Hydrocarbons, Inc.	119	ITS-1	4/22/1992	4/22/2011
Morgan Stanley Capital Group Inc.	144	ITS-1	7/23/1993	9/30/2010
Shell Energy North America (US), L.P.	146	ITS-1	8/1/1993	8/1/2010
BP Canada Energy Marketing Corp.	4621	AIS-1	12/1/1996	12/31/2010
Sempra Energy Trading Corp.	4721	AIS-1	1/1/1997	12/31/2010
EnCana Marketing (USA) Inc.	4770	AIS-1	1/25/1997	12/31/2010
Nexen Marketing U.S.A., Inc.	6759	AIS-1	6/17/1999	12/31/2010
Shell Energy North America (US), L.P.	7047	AIS-1	4/10/2000	12/31/2010
Sierra Pacific Power Company	7068	AIS-1	4/27/2000	12/4/2019
City of Glendale	7804	AIS-1	5/30/2001	12/31/2021
Iberdrola Renewables, Inc.	7806	AIS-1	5/30/2001	12/31/2021
Petro-Canada Hydrocarbons, Inc.	7807	AIS-1	5/30/2001	12/31/2021
Chevron U.S.A. Inc.	7812	AIS-1	5/30/2001	12/31/2021
Salmon Resources Ltd.	7816	AIS-1	5/30/2001	12/31/2021
Constellation Energy Commodities Group, Inc.	8038	AIS-1	8/2/2001	8/31/2021
Enserco Energy Inc.	8176	AIS-1	11/27/2001	11/30/2021
ConocoPhillips Company	8228	AIS-1	1/8/2002	1/31/2022
UBS AG (London Branch)	8318	AIS-1	4/11/2002	4/30/2023

Concord Energy LLC	8421	AIS-1	7/22/2002	7/31/2012
Tenaska Marketing Ventures	8559	AIS-1	1/1/2003	12/31/2012
Cargill, Inc.	8594	AIS-1	3/19/2003	3/31/2013
Merrill Lynch Commodities, Inc.	8674	AIS-1	6/13/2003	6/13/2023
Apache Corporation	8670	AIS-1	7/1/2003	6/30/2013
Tenaska Marketing Ventures	8880	AIS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8887	AIS-1	12/1/2003	7/1/2011
United Energy Trading, LLC	9002	AIS-1	3/1/2004	2/28/2014
Select Natural Gas LLC	8978	AIS-1	3/3/2004	3/3/2014
National Fuel Marketing Company LLC	9035	AIS-1	4/27/2004	4/30/2014
Fortis Energy Marketing & Trading GP	9115	AIS-1	7/17/2004	6/30/2014
Powerex Corp.	9149	AIS-1	8/16/2004	7/31/2014
Louis Dreyfus Energy Services L.P.	9281	AIS-1	11/8/2004	10/31/2014
Pacific Summit Energy LLC	9285	AIS-1	11/15/2004	10/31/2010
Devlar Energy Marketing, LLC	9630	AIS-1	6/1/2005	5/31/2015
Suncor Energy Marketing Inc.	9774	AIS-1	10/1/2005	9/30/2015
CanNat Energy Inc.	10197	AIS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10308	AIS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10336	AIS-1	11/1/2006	10/31/2010
Occidental Energy Marketing, Inc.	10359	AIS-1	12/22/2006	12/31/2010
NextEra Energy Power Marketing, LLC	10625	AIS-1	4/10/2008	4/30/2018
Natural Gas Exchange, Inc.	10639	AIS-1	4/29/2008	4/30/2018
Citigroup Energy Inc.	10646	AIS-1	5/30/2008	5/31/2018
IGI Resources, Inc.	4576	PS-1	12/1/1996	12/31/2010
Macquarie Cook Energy, LLC	4619	PS-1	12/1/1996	12/31/2010
Sempra Energy Trading Corp.	4720	PS-1	1/1/1997	12/31/2010
EnCana Marketing (USA) Inc.	4868	PS-1	3/1/1997	12/31/2010
Shell Energy North America (US), L.P.	4908	PS-1	3/5/1997	12/31/2010
Husky Gas Marketing Inc.	5348	PS-1	7/3/1997	12/31/2010
Enserco Energy Inc.	5677	PS-1	10/6/1997	12/31/2010
National Fuel Marketing Company LLC	5679	PS-1	10/7/1997	12/31/2010
United States Gypsum Company	5837	PS-1	11/3/1997	5/17/2010
Northwest Natural Gas Company	5992	PS-1	2/13/1998	12/31/2023
Chevron U.S.A. Inc.	6226	PS-1	5/14/1998	12/31/2010
San Diego Gas & Electric Company	6378	PS-1	8/25/1998	12/31/2010
Southern California Gas Company	6613	PS-1	12/14/1998	12/31/2010
Puget Sound Energy, Inc.	7061	PS-1	4/20/2000	4/20/2020
Hermiston Generating Company, L.P.	7798	PS-1	5/30/2001	12/31/2021
City of Glendale	7803	PS-1	5/30/2001	12/31/2021
Iberdrola Renewables, Inc.	7805	PS-1	5/30/2001	12/31/2021
Questar Energy Trading Company	7819	PS-1	5/30/2001	12/31/2021
El Paso Energy Marketing Company	7820	PS-1	5/30/2001	12/31/2021
Sempra Energy Trading Corp.	7833	PS-1	6/14/2001	6/8/2020
Constellation Energy Commodities Group, Inc.	8037	PS-1	8/2/2001	8/31/2021
ConocoPhillips Company	8229	PS-1	1/8/2002	1/31/2022
Tractebel Energy Marketing, Inc.	8283	PS-1	3/14/2002	3/31/2022
UBS AG (London Branch)	8316	PS-1	4/11/2002	4/30/2023

RWE Trading Americas Inc.	8324	PS-1	4/16/2002	4/30/2022
Fortis Energy Marketing & Trading GP	8340	PS-1	5/2/2002	5/31/2022
Concord Energy LLC	8406	PS-1	7/22/2002	7/31/2012
Select Natural Gas LLC	8534	PS-1	11/15/2002	10/31/2012
Tenaska Marketing Ventures	8539	PS-1	12/1/2002	11/30/2012
Cargill, Inc.	8595	PS-1	3/19/2003	3/31/2013
United Energy Trading, LLC	8652	PS-1	5/23/2003	5/31/2013
Apache Corporation	8668	PS-1	7/1/2003	6/30/2013
Occidental Energy Marketing, Inc.	8784	PS-1	9/10/2003	8/31/2013
Tenaska Marketing Ventures	8873	PS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8886	PS-1	12/1/2003	7/1/2011
Devon Canada Marketing Corporation	8923	PS-1	2/1/2004	1/31/2014
Merrill Lynch Commodities, Inc.	9018	PS-1	4/7/2004	4/7/2014
Pacific Summit Energy LLC	9173	PS-1	8/30/2004	8/30/2010
Louis Dreyfus Energy Canada LP	9263	PS-1	10/29/2004	10/31/2010
Louis Dreyfus Energy Services L.P.	9273	PS-1	11/4/2004	10/31/2014
Devlar Energy Marketing, LLC	9584	PS-1	5/2/2005	4/30/2015
Suncor Energy Marketing Inc.	9772	PS-1	10/1/2005	9/30/2015
J.P. Morgan Ventures Energy Corporation	9948	PS-1	2/1/2006	1/31/2016
CanNat Energy Inc.	10195	PS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10310	PS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10332	PS-1	11/1/2006	10/31/2011
El Paso Ruby Holding Company, LLC	12071	FTS-1	11/1/2012	3/31/2018
Portland General Electric Company	17293	FTS-1	10/31/2015	10/31/2045
<u>Cascade Natural Gas Corporation</u>	<u>20180</u>	<u>FTS-1</u>	<u>12/13/2024</u>	<u>1/12/2056</u>
<u>Intermountain Gas Company</u>	<u>20181</u>	<u>FTS-1</u>	<u>12/13/2024</u>	<u>1/12/2055</u>
<u>Tourmaline Oil Marketing Corp.</u>	<u>20184</u>	<u>FTS-1</u>	<u>12/13/2024</u>	<u>12/12/2057</u>

Appendix C

Marked Agreements

Gas Transmission Northwest LLC

Tariff Section

- 9.2 Non-Conforming Agreements with Negotiated Rates, Cascade Natural Gas Corporation FTS-1 (#20180)
- 9.3 Non-Conforming Agreements with Negotiated Rates, Intermountain Gas Company FTS-1 (#20181)
- 9.4 Non-Conforming Agreements with Negotiated Rates, Tourmaline Oil Marketing FTS-1 (#20184)

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Cascade Natural Gas Corporation, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20180 on April 12, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20180 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related

Date: November 4, 2024

Contract No.: 20180

Amendment No.: 01

to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

- 1.4 As of _____, the terms and conditions of this Amended and Restated Agreement No. 20180, Amendment No. 1 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 12, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “**In-Service Date**”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 31 years and 1 month from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an “Extended Term”), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term of such phase, at the same rates and commercial terms as those set forth herein for such phase. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN’s Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the Project; provided, however, in the event that no such incremental rate and/or quantities are

Date: November 4, 2024

Contract No.: 20180

Amendment No.: 01

approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V

Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" CASCADE NATURAL GAS CORPORATION
8113 W. Grandridge Blvd
Kennewick, WA, 99336
Attention: Chris Robins
Email: Chris.Robbins@cngc.com

Date: November 4, 2024

Contract No.: 20180

Amendment No.: 01

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 4, 2024

**Contract No.: 20180
Amendment No.: 01**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST LLC

By: _____
Name: _____
Title: _____

CASCADE NATURAL GAS CORPORATION

By: _____
Name: _____
Title: _____

Date: November 4, 2024

Contract No.: 20180
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated _____

Between

GAS TRANSMISSION NORTHWEST LLC
and CASCADE NATURAL GAS CORPORATION

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments (if applicable)</u>	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	20,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “In-Service Date”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “Targeted In-Service Date”); provided, however, that in the event that the In-Service does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 31 years and 1 month from the In-Service date.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Intermountain Gas Company, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20181 on April 20, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20181 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

- 1.4 As of _____, the terms and conditions of this Amended and Restated Agreement No. 20181, Amendment No. 01 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 20, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “**In-Service Date**”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 30 years and 1 month from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an “Extended Term”), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term, at the same rates and commercial terms as those set forth herein. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN’s Tariff; (b) exists by virtue of written agreement within the Service Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall extend and apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the Project; provided, however, in the event that no such incremental rate and/or quantities are

Date: November 5, 2024

Contract No.: 20181

Amendment No.: 01

approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V

Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" INTERMOUNTAIN GAS COMPANY
555 S. Cole Road
Boise, ID, 83709
Attention: Scott Madison
Email: Scott.madison@intgas.com

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 5, 2024

**Contract No.: 20181
Amendment No.: 01**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST LLC

By: _____
Name: _____
Title: _____

INTERMOUNTAIN GAS COMPANY

By: _____
Name: _____
Title: _____

Date: November 5, 2024

Contract No.: 20181
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated _____

Between

GAS TRANSMISSION NORTHWEST LLC
and INTERMOUNTAIN GAS COMPANY

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments (if applicable)</u>	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	79,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the **“In-Service Date”**) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the **“Targeted In-Service Date”**); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 30 years and 1 month from the In-Service date.

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Tourmaline Oil Marketing Corp., (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis;

WHEREAS, GTN and Shipper previously made and entered into Contract No. 20184 on April 3, 2023 for firm transportation service under Rate Schedule FTS-1. Service under Contract No. 20184 will commence on the In-Service Date, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related

Date: November 6, 2024

Contract No.: 20184

Amendment No.: 01

to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

- 1.4 As of _____ the terms and conditions of this Amended and Restated Agreement No. 20184, Amendment No. 01 represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated April 3, 2023.

II

Quantity of Gas and Points of Receipt and Delivery

- 2.1 The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

- 3.1 The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service (the date of such commencement being the “**In-Service Date**”) of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 33 years from the In-Service date.

Shipper shall have the right to extend the Initial Term of the Service for up to two successive 5-year terms (each an “Extended Term”), exercisable by Shipper providing written notice to GTN no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term of such phase, at the same rates and commercial terms as those set forth herein for such phase. In the event Shipper exercises its right to extend the Initial Term and the first Extended Term, then, exercisable only within the second Extended Term, Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN’s Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 4.2 If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

Shipper and GTN have agreed upon a Negotiated Daily Demand Rate of \$0.31 Dth/d. The Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

In addition to the Negotiated Daily Demand Rate and maximum Delivery Charge, Shipper shall pay all reservation and Usage surcharges under Rate Schedule FTS-1 pursuant to GTN's FERC Gas Tariff, as amended from time to time (collectively the "GTN Expansion Rate").

Shipper shall have secondary receipt point and delivery point access under GTN's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at the GTN Expansion Rate, with no incremental charge.

If during the Initial Term of the Service and/or any Extended Term, GTN's maximum Tariff recourse rate under Rate Schedule FTS-1 is, or are expected to be, greater than the Negotiated Daily Demand Rate then GTN may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent Discounted Reservation Charge (\$0.31 Dth/d), and Shipper shall continue to pay all other components of the GTN Expansion Rate without modification thereto.

During the Initial Term and/or any Extended Term, Shipper shall pay a Negotiated Daily Demand Rate equal to \$0.31/Dth; provided, however, in the event FERC's certificate order denying the predetermination of rolled-in rates is overturned in the Court of Appeals or any other court with jurisdiction, and GTN is ultimately granted a predetermination of rolled in-rates by FERC in a final, non-appealable order ("Final Order"), then the Negotiated Daily Demand Rate will be reduced to \$0.28/Dth effective on the first calendar day of the month immediately following the Final Order.

In addition to the provisions above, Shipper shall furnish to GTN the applicable incremental fuel retention rate and/or quantities of gas for compressor station fuel, line loss and other utility purposes, plus other unaccounted for gas as approved by FERC with respect to the Project; provided, however, in the event that no such incremental rate and/or quantities are

Date: November 6, 2024

Contract No.: 20184

Amendment No.: 01

approved by FERC, Shipper shall furnish to GTN such quantities used in the operation of GTN's pipeline system as applicable under GTN's FTS-1 Rate Schedule, as such may change from time to time.

- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.4 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V

Miscellaneous

- 5.1 This Agreement shall be interpreted according to the laws of the State of California.
- 5.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 5.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 5.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to:

"GTN" GAS TRANSMISSION NORTHWEST LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" TOURMALINE OIL MARKETING CORP.
2900, 250 6th Ave SW
Calgary, Alberta, AB, T2P 3H7
Attention: Marketing Team
Fax Number: 403-266-5953
Email: MarketingTeam@tourmalineoil.com

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

Date: November 6, 2024

**Contract No.: 20184
Amendment No.: 01**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST LLC

By: _____
Name: _____
Title: _____

TOURMALINE OIL MARKETING CORP.

By: _____
Name: _____
Title: _____

Date: November 6, 2024

Contract No.: 20184
Amendment No.: 01

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated _____

Between

GAS TRANSMISSION NORTHWEST LLC

and TOURMALINE OIL MARKETING CORP.

Start Date	End Date	Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) Dth/d	<u>Pressure Commitments (if applicable)</u>	
					Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
/1	/1	KINGSGATE	MALIN	51,000	_____	_____

1/ The service commencement date is the date that GTN is legally authorized to provide, and physically capable of providing, the Service of the GTN XPress Project. GTN anticipates the In-Service Date will occur on or before December 13, 2024 (the “**Targeted In-Service Date**”); provided, however, that in the event that the In-Service Date does not occur on or before the Targeted In-Service Date, the In-Service Date will be as soon as possible thereafter, and GTN shall have no liability or obligation to Shipper as a result of any such delay. Service will commence on the In-Service Date and continue for a term of 33 years from the In-Service date.