



November 21, 2024

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

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Sorana Linder
Director, Rates, Tariffs, & Modernization

tel 832.320.5209
email sorana_linder@tcenergy.com
web www.tcplus.com/GTN

Re: Gas Transmission Northwest, LLC
Compliance Filing
Docket No. RP23-1099-____

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Federal Energy Regulatory Commission (“FERC” or “Commission”) regulations,¹ Gas Transmission Northwest, LLC (“GTN”) hereby submits for filing revised tariff sections to its FERC Gas Tariff, Fourth Revised Volume No. 1-A (“Tariff”).² These tariff sections are being submitted to comply with the terms of the Stipulation and Agreement filed in Docket No. RP23-1099-000 on August 9, 2024, as amended August 12, 2024 (“Settlement”), and approved by the Commission on October 21, 2024 (“Settlement Order”).³ GTN requests that the Commission accept the proposed Tariff records to become effective November 21, 2024, as provided by the Order and Article XIII of the Settlement.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2024).

² See Appendix A.

³ *Gas Transmission Northwest LLC*, 189 FERC ¶ 61,055 (2024).

* Sorana Linder
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Houston, Texas 77002-2700
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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On October 21, 2024, the Commission issued its Settlement Order approving GTN's August 9, 2024 Settlement and directed GTN to file actual tariff records consistent with the terms of the Settlement. Pursuant to Article XIII of the Settlement, GTN is obligated to file, within thirty (30) days of a Final Order, a Tariff filing to implement the *pro forma* tariff records contained in the Settlement. To comply with Article XIII of the Settlement, GTN is, in this instant filing, submitting the tariff records to implement the *pro forma* tariff records contained in Appendix B-3 of the Settlement to become effective November 21, 2024.⁴

Motion to Place Tariff into Effect

Pursuant to Section 154.206 of the Commission's Regulations and Rule 212 of the Commission's Rules of Practice and Procedure, GTN hereby moves to place the Tariff records included herein as Appendix A, into effect November 21, 2024, as directed by the Order and Settlement.

Requests for Waivers

GTN respectfully requests that the Commission grant any and all waivers of its regulations necessary to allow the tariff sections to become effective as proposed herein.

Other Filings Which May Affect this Proceeding

Pursuant to 18 C.F.R. § 154.204(f), GTN states that as of the time of this filing, it has no filings pending before the Commission that may significantly affect the changes proposed herein.

⁴ The Tariff records submitted herein are identical to those reflected on the *pro forma* tariff records contained in the Settlement as Appendix B-3.

Material Enclosed

In accordance with Section 154.7(a)(1) of the Commission’s Regulations, GTN is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) A clean version of the tariff records (Appendix A); and
- 3) A marked version of the tariff records (Appendix B).

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 GTN’s existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available for public inspection during regular business hours 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. The undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

GAS TRANSMISSION NORTHWEST LLC



Sorana Linder
Director, Rates, Tariffs, & Modernization

Enclosures

Appendix A

Clean Tariff Records

Gas Transmission Northwest LLC
FERC Gas Tariff, Fourth Revised Volume No. 1-A
Docket No. RP23-1099-000

Effective November 21, 2024

<u>Record No.</u>	<u>Description</u>	<u>Version</u>
1	Table of Contents	15.0.0
6.17	GT&C, Transportation Service Agreement	5.0.0
6.35	GT&C, Reserved for Future Use	5.0.0
6.39	GT&C, Reserved for Future Use	5.0.0
7.1	Service Agmts, Rate Schedule FTS-1	8.0.0
7.4	Service Agmts, Rate Schedule FHS	11.0.0

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6.17 TRANSPORTATION SERVICE AGREEMENT

1. Form: Shipper shall enter into a contract with GTN utilizing GTN's appropriate standard form of Transportation Service Agreement.
2. Term: The term of the Transportation Service Agreement shall be agreed upon between Shipper and GTN at the time of the execution thereof.
3. Evergreen Provision:
 - (a) GTN may grant a Shipper's request for an evergreen right for any new firm contract with a term of five (5) years or more that is entered into after the Settlement Effective Date only if the Shipper agrees to provide GTN with its notice of termination no less than five (5) years prior to the termination date of such contract, which termination right the Shipper can elect unilaterally.
 - (b) The evergreen provision in Section 6.17.3(a) above shall only apply to new firm contracts with a term of five (5) years or more and does not apply to (i) Transportation Service Agreements executed prior to the Effective Date of the Stipulation and Settlement approved by the Commission in Docket No. RP23-1099 ("Settlement Effective Date"), (ii) Transportation Service Agreements that may have been executed prior to the Settlement Effective Date but have been extended or renewed after the Settlement Effective Date, (iii) existing Transportation Service Agreements in which the Shipper reduces its MDQ, or (iv) Transportation Service Agreements containing capacity obtained as a result of a permanent capacity release pursuant to Section 6.28 of this Tariff.

6.35 RESERVED FOR FUTURE USE.

6.39 RESERVED FOR FUTURE USE

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and _____, (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, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, 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.

- 1.4 (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ 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 _____.

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 _____, and service shall continue until _____.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ and Shipper shall provide GTN with its notice of termination no less than five (5) years prior to the termination date of such Agreement.

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff.

(if applicable)

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.

(if applicable)

Shipper shall not have a right of first refusal.

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.
- 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 700
Houston, Texas 77002-2700

Attention: Commercial Operations

"Shipper"

Attention: _____

- 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.

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: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM HOURLY SERVICE
UNDER RATE SCHEDULE FHS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and _____, (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, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FHS. Service under Contract No. _____ commenced on _____, 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:

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- 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 FHS. 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.

- 1.4 (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ 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 _____.

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- 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.

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(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ and Shipper shall provide GTN with its notice of termination no less than five (5) years prior to the termination date of such Agreement.

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- 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.
- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FHS, 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.

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- 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

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- 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.

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: _____

SHIPPER

By: _____
Name: _____
Title: _____

Appendix B

Marked Tariff Records

Gas Transmission Northwest LLC
FERC Gas Tariff, Fourth Revised Volume No. 1-A
Docket No. RP23-1099-000

Effective November 21, 2024

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6.17 TRANSPORTATION SERVICE AGREEMENT

1. Form: Shipper shall enter into a contract with GTN utilizing GTN's appropriate standard form of Transportation Service Agreement.
2. Term: The term of the Transportation Service Agreement shall be agreed upon between Shipper and GTN at the time of the execution thereof.

3. Evergreen Provision:

- (a) GTN may grant a Shipper's request for an evergreen right for any new firm contract with a term of five (5) years or more that is entered into after the Settlement Effective Date only if the Shipper agrees to provide GTN with its notice of termination no less than five (5) years prior to the termination date of such contract, which termination right the Shipper can elect unilaterally.
- (b) The evergreen provision in Section 6.17.3(a) above shall only apply to new firm contracts with a term of five (5) years or more and does not apply to (i) Transportation Service Agreements executed prior to the Effective Date of the Stipulation and Settlement approved by the Commission in Docket No. RP23-1099 ("Settlement Effective Date"), (ii) Transportation Service Agreements that may have been executed prior to the Settlement Effective Date but have been extended or renewed after the Settlement Effective Date, (iii) existing Transportation Service Agreements in which the Shipper reduces its MDQ, or (iv) Transportation Service Agreements containing capacity obtained as a result of a permanent capacity release pursuant to Section 6.28 of this Tariff.

6.35 RESERVED FOR FUTURE USE.~~REGULATORY—ENVIRONMENTAL—&
COMPLIANCE COSTS~~

~~This Section 6.35 establishes the procedures to reflect adjustments for Regulatory Environmental & Compliance Costs (“RECC”), set forth on the Statement of Rates, to be applicable to GTN’s transportation services under Rate Schedule(s) FTS-1, LFS-1, ITS-1, FHS, and IHS, as may be revised from time to time (“Applicable Rate Schedules”).~~

~~1. GTN’s RECC Filings.~~

~~The first RECC Filing will implement RECC Surcharge to become effective April 1, 2025 to recover the Revenue Requirement related to Eligible Facilities that have been placed into service between April 1, 2024 through December 31, 2024 (“Initial RECC Period”) and any Eligible Expenses. Subsequently, GTN will have the right to file to adjust the RECC Surcharge annually to become effective April 1 to recover the Revenue Requirement related to Eligible Facilities placed into service during the January 1 through December 31 period (RECC Period(s)) prior to such RECC Filing, any trailing capital expenditures associated with such Eligible Facilities placed into service during such prior period(s), and any costs incurred to comply with state climate initiatives including the Washington State Cap and Invest Program (“Eligible Expenses”). Any filings by GTN pursuant to this Section 6.35 are referred to in this Tariff as a RECC Filing.~~

~~2. RECC Implementation.~~

~~(a) Eligible Facilities have been defined in the Eligible Facilities Plan (“EFP”) as filed by GTN with the FERC and also include the facilities added in accordance with Section 6.35.2(a)(i) and Section 6.35.2(a)(ii) of this Tariff. The initial RECC Surcharge will be set at \$0. Subsequently, the Revenue Requirement underlying each adjustment in the RECC Surcharge will be based on GTN’s capital expenditures for Eligible Facilities and/or incurrence of Eligible Expenses during all previous prior period(s) (“Prior RECC Period(s)”) to the extent not already included in the then effective RECC Surcharge. GTN’s RECC Filings will revise the RECC Surcharge to take into account both changes in the Revenue Requirement and the over/under recovered Revenue Requirement from Prior RECC Periods.~~

~~(i) GTN retains the discretion to recover capital expenditures associated with projects related to facilities not listed in the EFP through the RECC Surcharge set forth in any RECC Filing provided that the expenditures are associated with projects falling within one or both of the following categories: (1) projects to address issues that GTN believes could lead to imminent unsafe conditions; and (2) projects that GTN deems necessary to comply with new legislative and/or regulatory requirements. Such~~

~~facilities will be deemed to be Eligible Facilities for purposes of this Tariff. If GTN elects to include costs associated with such projects in the RECC Filing, GTN may not exceed the RECC Program Cost Cap set forth in Section 6.35.2(e) of this Tariff.~~

~~(ii) GTN shall be permitted to recover capital expenditures associated with facilities that are not listed in the EFP and that do not fall into one of the categories listed in Section 6.35.2(a)(i) provided that GTN receives the consent of a majority of shippers subject to the RECC Surcharge. Such facilities will be deemed to be Eligible Facilities for purposes of this Tariff.~~

~~(b) Shippers will retain the right to challenge the prudence of any costs included in the RECC Surcharge at the time GTN makes each RECC Filing.~~

~~(c) The total amount of prudent investment in Eligible Facilities incurred which may be recovered through the RECC Surcharge will not exceed the program cap of \$450 million, plus a 10 percent tolerance (“RECC Program Cost Cap”). Any costs exceeding the RECC Program Cost Cap shall be treated as General Plant Maintenance Capital (“GPMC”) under Section 6.35(d) of this Tariff. The RECC Program Cost Cap shall not apply to Eligible Expenses.~~

~~(d) GTN will expend annual GPMC costs of \$30 million per year (“GPMC Projects”) during the proposed RECC Term and such GPMC Projects will not be considered Eligible Facilities. If GTN expends less than \$30 million in GPMC during any RECC Period(s), GTN will forgo the inclusion of any capital expenditures in the applicable RECC Filing.~~

~~(e) Regardless of annual GPMC spend, GTN shall have the right to recover Eligible Expenses in each RECC Filing.~~

~~3. RECC Surcharge Calculation:~~

~~In each RECC Filing, GTN will calculate the RECC Surcharge and allocate to the Applicable Rate Schedules (as defined above) in a manner consistent with GTN’s effective cost allocation and rate design, as set forth below:~~

~~(a) GTN will first calculate the Revenue Requirement related to Eligible Facilities that were placed in and remained in service during the prior RECC Period(s) set forth in Section 6.35.1 of this Tariff, any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable prior RECC Period(s), and any Eligible Expenses incurred during such applicable prior RECC Period. The Revenue Requirement associated with the RECC Surcharge consists of the following:~~

~~(i) The Eligible Facilities will consist of the following rate base multipliers: (1) a pre-tax rate of return of 13.07 percent and (2) a Taxes Other than Income Taxes (TOIT) rate of 0.70 percent. These rate base multipliers will be multiplied by the “net rate base” (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with GTN’s Eligible Facilities. (3) GTN’s depreciation rate of 1.94 percent and (4) GTN’s negative salvage rate of 0.43 percent will then be multiplied by the gross plant associated with GTN’s Eligible Facilities.~~

~~(ii) And any Eligible Expenses.~~

~~(b) GTN will allocate the Revenue Requirement across each Applicable Rate Schedule to derive the RECC Surcharge on a per unit basis, utilizing the greater of:~~

~~(i) The projected reservation billing units for Shippers under the Applicable Rate Schedules, based on the most recently available twelve (12) months of billing units, adjusted for anticipated contract expirations; or~~

~~(ii) The billing unit floor of 1,142,000,000 Dth Miles/day.~~

~~(c) If the billing units are lower than the floor set forth herein, GTN will impute billing units at the maximum applicable rate and the revenues that would be associated with such billing units to reflect the above stated billing unit levels in the calculation of the RECC Surcharge.~~

~~(d) Any over/under recovery of the Revenue Requirement will be recovered in the next succeeding RECC Filing. The over/under recovery will be calculated each year by comparing the actual Revenue Requirement, to the revenues received during the recovery period, including any revenues required to be imputed by GTN pursuant to Section 6.35.3(d) above.~~

~~4. Term of RECC Surcharge.~~

~~The RECC Surcharge will be effective for the term commencing April 1, 2024 and ending on March 31, 2032 (“RECC Term”). GTN shall have the right to seek to terminate the RECC Surcharge prior to the end of the RECC Term by filing a general NGA Section 4(e) rate case. Upon termination of the RECC Surcharge, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered RECC costs and GTN will be required to refund any over recovered RECC costs. Any positive or negative balances in GTN’s RECC account as of the expiration of the RECC Surcharge will be charged or refunded to Shippers, as applicable, in the next~~

~~monthly billing cycle that is at least fifteen (15) days after the termination of the RECC Surcharge.~~

6.39 RESERVED FOR FUTURE USE~~ELECTRIC POWER COSTS ADJUSTMENT~~

~~This Section provides for the recovery of electric power costs incurred by GTN for compression of natural gas and for company use and operations (“EPC”). GTN shall recover its EPC, including carrying charges calculated under Section 154.501 or successor provision of the Commission’s regulations, by means of an EPC Adjustment which shall be comprised of a Current EPC Rate and an EPC Surcharge as calculated in Section 6.39.2 below (hereinafter generally referred to as the “EPC Rate”). The EPC Rate shall be applicable to GTN’s transportation services under Rate Schedules FTS-1, LFS-1, FHS, ITS and IHS, as may be revised from time to time (“Applicable Rate Schedules”).~~

~~1. GTN’s EPC Filings.~~

~~Annually, or at such other times as GTN in its reasonable discretion determines necessary, GTN may adjust any of the EPC Rates to take into account both prospective changes in Electric Power Costs and unrecovered Electric Power Costs from the preceding period as described at Section 6.35.3(b) below. That adjustment shall be effected by GTN making an EPC filing with the Commission (i) at least thirty (30) days prior to each January 1, (“Annual EPC Filing”), and (ii) at such other times as GTN in its reasonable discretion determines necessary to become effective thirty (30) days after filing (“Periodic EPC Filing”).~~

~~2. Accounting for Activity.~~

~~GTN will account for all under or over recovered EPC Rates in Account Nos. 182.3 and 254.~~

~~3. Adjustments to Electric Power Costs Recovery.~~

~~GTN’s Electric Power Costs recovery through its EPC Rate, as adjusted by GTN through its Annual EPC Filing or its Periodic EPC Filing (collectively “EPC Filing”), shall include the following components: (a) the current component of GTN’s Electric Power Costs recovery (“the Current EPC Rate”), and (b) the unrecovered component of GTN’s Electric Power Costs recovery from the preceding period (“the EPC Surcharge”).~~

~~(a) Current EPC Rate.~~

~~In each Annual EPC Filing, GTN shall calculate, and allocate to the Applicable Rate Schedules, the Current EPC Rate in a manner consistent with GTN’s effective cost allocation and rate design by estimating the total Electric Power Costs for the twelve (12) month period commencing with the effective date of the prior Annual EPC Filing and dividing that amount by the projected billing~~

~~units for Shippers under the Applicable Rate Schedules, based on the most recently available twelve (12) months of billing units, adjusted for anticipated contract expirations.~~

~~(b) EPC Surcharge.~~

~~In each Annual EPC Filing, GTN shall calculate, and allocate to the Applicable Rate Schedules, the EPC Surcharge in a manner consistent with GTN's effective cost allocation and rate design by subtracting from the Electric Power Costs actually incurred by GTN during the preceding calendar year the amount collected by GTN during that period and dividing the difference, whether positive or negative, by the projected billing units for Shippers under the Applicable Rate Schedules, based on the most recently available twelve (12) months of billing units, adjusted for anticipated contract expirations.~~

~~4. Termination.~~

~~(a) If the provisions of this Section 6.39 are terminated or otherwise rendered inapplicable (termination), Shippers under the Rate Schedules subject to the EPC Rate from the date of GTN's most recent EPC Filing through the date of termination ("Termination Period") shall remain liable for any unrecovered Electric Power Costs.~~

~~(b) Any positive or negative balances in GTN's Unrecovered Electric Power Costs account at the date of termination (i) shall be allocated to any successor services offered by GTN, or (ii) if no successor services are offered by GTN, shall be charged or refunded to Shippers under the Rate Schedules subject to the EPC Rates based on the actual billing units and throughput, as applicable, during the Termination Period set forth above.~~

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and _____, (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, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, 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.

- 1.4 (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ 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 _____.

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 _____, and service shall continue until _____.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ and Shipper shall provide GTN with its notice of termination no less than five (5) years prior to the termination date of such Agreement. ~~unless _____ gives at least _____ prior written notice of its desire to terminate this Agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).~~

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff.

(if applicable)

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.

(if applicable)

Shipper shall not have a right of first refusal.

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.
- 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 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper" _____

Attention: _____

- 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.

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: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM HOURLY SERVICE
UNDER RATE SCHEDULE FHS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and _____, (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, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FHS. Service under Contract No. _____ commenced on _____, 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 FHS. 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.

- 1.4 (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ 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 _____.

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 _____, and service shall continue until _____.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ and Shipper shall provide GTN with its notice of termination no less than five (5) years prior to the termination date of such Agreement. ~~unless _____ gives at least _____ prior written notice of its desire to terminate this Agreement.~~

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff.

(if applicable)

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.

(if applicable)

Shipper shall not have a right of first refusal.

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 FHS, 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.
- 4.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FHS, 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.

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Miscellaneous

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- 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"

Attention: _____

- 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.

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: _____

SHIPPER

By: _____
Name: _____
Title: _____