



October 19, 2021

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

**Great Lakes Gas Transmission
Limited Partnership**
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Jonathan Scullion
Manager, Tariffs

tel 832.320.5520
email Jonathan_Scullion@tcenergy.com
web <http://www.teplus.com/great%20lakes>

Re: Great Lakes Gas Transmission Limited Partnership
Change in FERC Gas Tariff
Docket No. RP22-____-000

Dear Ms. Bose:

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 Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) respectfully submits for filing and acceptance revised tariff sections to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), as more fully described below. Great Lakes respectfully requests that the Commission accepts the Tariff sections, included in the instant filing as Appendix A, to become effective November 19, 2021.

Correspondence

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

David R. Hammel*
Director, Commercial and Regulatory Law,
U.S. Natural Gas Pipelines

Great Lakes Gas Transmission Limited
Partnership
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5861
dave_hammel@tcenergy.com

Sorana Linder
Director, Rates, Tariffs & Modernization
Jonathan Scullion*
Manager, Tariffs
Great Lakes Gas Transmission Limited
Partnership
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5520
jonathan_scullion@tcenergy.com

* Persons designated for official service pursuant to Rule 2010.

¹ 18 C.F.R. Part 154 (2021).

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to update Great Lakes' Tariff to reflect its currently effective operator from Great Lakes Gas Transmission Company to TransCanada Northern Border Inc.² Effective October 1, 2021, TransCanada Northern Border Inc. became the operator of Great Lakes. Changes to reflect the operator update are included in Great Lakes' Tariff at Part 2 – PRELIMINARY STATEMENT, General Terms & Conditions, Section 6.1, and Service Agreement Sections 7.3, 7.4 and 7.5 of Great Lakes' currently effective Tariff. Additionally, Great Lakes is proposing as part of the instant filing to update the person and contact information to whom communications covering the Tariff should be addressed.

Effective Date

Great Lakes respectfully requests that the Commission accept the Tariff Sections included as Appendix A to become effective November 19, 2021.

Other Filings Which May Affect This Proceeding

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

Contents of Filing

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

1. This transmittal letter;
2. Clean tariff sections (Appendix A); and
3. Marked tariff sections (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 of Great Lakes' 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 Great Lakes' principal place of business.

² Specifically, the revision is being made on the Title Page of Great Lakes' Tariff.

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 his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

A handwritten signature in cursive script that reads "Jonathan Scullion".

Jonathan Scullion
Manager, Tariffs

Enclosures

Appendix A

Clean Tariff Records

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff, Third Revised Volume No. 1

<u>Tariff Sections</u>	<u>Version</u>
Third Revised Volume No. 1	4.0.0
2 Preliminary Statement	2.0.0
6.1 GT&C, Definitions	4.0.0
7.3 Service Agmts, Firm Transportation Service Agreements	6.0.0
7.4 Service Agmts, Park and Loan Service Agreement	4.0.0
7.4.1 Service Agmts, Park and Loan Service Agreement – Appendix A	3.0.0
7.5 Service Agmts, Interruptible Transportation Service Agreement	4.0.0

FERC Gas Tariff

Third Revised Volume No. 1

of

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

Filed with

Federal Energy Regulatory Commission

Communications Covering This Tariff Should be Addressed to:

Sorana Linder
Director, Rates, Tariffs and Modernization
Great Lakes Gas Transmission Limited Partnership
Mailing Address: P.O. Box 2446
Houston, TX 77252-2446
Courier Address: 700 Louisiana Street, Suite 1300
Houston, TX 77002-2700
Phone: (832) 320-5209

PRELIMINARY STATEMENT

Effective April 6, 1990, Great Lakes Gas Transmission Limited Partnership (Great Lakes) became the successor and assignee of TransCanada Northern Border Inc. Great Lakes was certificated to construct and operate a pipeline system extending from the international boundary near Emerson, Manitoba, to Sault Ste. Marie, Michigan and St. Clair, Michigan. By means of such facilities, Great Lakes is authorized to transport natural gas in interstate commerce.

6.1 DEFINITIONS

1. "Agreement" or "Service Agreement" shall mean the Firm Transportation Service Agreement, Interruptible Transportation Service Agreement, or Park and Loan Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto.
2. "British thermal unit (Btu)" shall mean the defined International Tables British Thermal Unit (Btu International Tables). The energy value rounded to 1 MMBtu = 1.055056 GJ. (Btu is measured on a dry basis at 14.73 psia, at 60 degrees Fahrenheit.)
3. "Business Day" shall be defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
4. "C.C.T." shall mean Central Clock Time, representing the time in effect in the Central Time Zone of the United States at the time a transaction occurs, regardless of whether that time may be Standard Time or Daylight Savings Time as those terms are commonly known and understood.
5. "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 5.1 "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper, computed at one hundred percent (100%) load factor, if applicable.
6. Reserved for Future Use.
7. "Cubic Foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.
8. "Dekatherm" and "(Dth)" shall mean a quantity of gas containing one million (1,000,000) BTUs.
9. "Expedited Period of Gas Flow" and ("EPF") shall mean the minimum period of time in hours in which a shipper may receive its full MDQ under Rate Schedule EFT, as represented by the term "MDQ/MHQ".
10. "Equivalent Quantity" - shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter from Shipper for Transportation.

11. "Gas" shall mean pipeline quality gas that complies with the quality provisions as set forth in the Section 6.8 of the General Terms and Conditions of this FERC Gas Tariff, Third Revised Volume No. 1.
12. "Gas Day" shall mean a period beginning at 9 a.m. Central Clock Time (C.C.T.) and ending at 9 a.m. (C.C.T.) on the next calendar day.
13. Reserved for Future Use.
14. "Heating Value" shall mean the gross heating value, measured in BTUs, resulting from the ideal combustion of one (1) cubic foot of anhydrous gas at a temperature of 60 degrees Fahrenheit and a constant pressure of 14.73 pounds per square inch where all the water formed by the reaction condenses to liquid.
15. "Hour" shall mean a period of sixty (60) consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other period of sixty consecutive minutes mutually acceptable to Transporter and Shipper.
16. "Loan" or "Loan Service" - shall mean an advance by Transporter to Shipper at a PAL Point of a quantity of Gas nominated by Shipper as provided for under Transporter's Rate Schedule PAL.
17. "PAL Point" - shall mean a nomable point at which Transporter is authorized to receive and hold on behalf of Shipper or advance to Shipper a quantity of Gas nominated by Shipper pursuant to the Park and Loan Service of Rate Schedule PAL.
18. "PAL Service" - shall mean the providing by Transporter of Park and Loan Service under Transporter's Rate Schedule PAL.
19. Reserved for Future Use.
20. "Maximum Daily Quantity" and "(MDQ)" - shall mean the largest daily quantity of gas exclusive of the Transporter's Use that (a) Shipper may tender for Transportation Service and/or Park and Loan Services in the aggregate to all point(s) of receipt, and (b) Transporter is required to deliver to all point(s) of delivery.
21. "Maximum Hourly Quantity" and "(MHQ)" shall mean the largest quantity of gas that Transporter is obligated to deliver to the point(s) of Delivery, as set forth in the Rate Schedule EFT Transportation Agreement, during any Hour of the Gas Day, and shall reflect an hourly rate of gas flow that is no less than 1/24th and no greater than 1/4th of the MDQ under the Agreement.

22. "Maximum Quantity" or "MQ" - shall mean the largest total quantity of Gas that a Shipper may have parked on or borrowed from Transporter's system, as stated on Appendix A of a PAL Service Agreement.
23. "Mcf" shall mean one thousand (1,000) cubic feet of gas.
24. "Month" shall mean the period beginning at 9 a.m. (C.C.T.), on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.
25. "Off-System Capacity" shall mean capacity acquired by Transporter on other natural gas systems to provide service options to its shippers, including Seamless Transportation Service.
26. "Park" or "Parking Service" - shall mean the receipt at a PAL Point by Transporter of a quantity of Gas nominated by Shipper and the holding of such Gas by Transporter on behalf of Shipper as provided for under Transporter's Rate Schedule PAL.
27. "Reduction Option" shall be an option to terminate a Rate Schedule FT, EFT, or LFT Service Agreement early and/or reduce the capacity held thereunder for some portion of the term, including multiple periods within the term.
28. "Scheduled Daily Delivery" shall mean the quantity of gas, up to the MDQ, scheduled by Transporter based upon Shippers nomination and the applicable allocation procedures, and confirmed by Shipper to be delivered or tendered to Transporter for Transportation.
29. "Seamless Transportation Service" shall mean service provided to a Shipper(s) utilizing capacity on Transporter's own system together with off-system capacity.
30. "Shipper" shall mean an entity or its agent that has executed an Agreement in the form prescribed under this FERC Gas Tariff, Third Revised Volume No. 1, providing for the Transportation, the Parking or Loaning, or the Title Transfer Tracking of gas by Transporter. Shipper or its agent may also net or trade imbalances as provided in Section 6.3.9 of the General Terms and Conditions.
31. "Tender Gas," "Tender of Gas" and "Gas Tendered" shall mean the actual quantity of gas the delivering party is able and willing, and offers to deliver to the receiving party at the appropriate point(s) of receipt or delivery.
32. "Title Transfer Tracking" - shall mean the transfer of title between Shippers for a quantity of Gas at a receipt or delivery point on Transporter's System.

33. "Transportation" and "Transportation Service" shall mean transportation of gas.
34. "Transporter" shall mean Great Lakes Gas Transmission Limited Partnership. TransCanada Northern Border Inc. is Agent and Operator for Transporter and is authorized to exercise all rights and privileges of Transporter under this tariff.
35. "Transporter's Use" shall mean Transporter's compressor fuel, unaccounted gas and other operating usage, i.e., heating of compressor stations and compressor station blowdowns.
36. "Unavailable Day" shall mean a Gas Day when Transportation Service shall not be provided under Transporter's Rate Schedule LFT.
37. "Year" shall mean a period of 365 consecutive Days, provided however that any Year that contains a date of February 29 shall consist of 366 consecutive Days.
38. "Transporter's Internet Website" shall mean Transporter's internet home page, which contains information about Transporter's services and access to Transporter's Customer Activities Website, in accordance with Section 6.24 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1.

FORM OF TRANSPORTATION SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedules FT, EFT, and LFT)

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM: _____ to _____.

For Rate Schedule LFT only: During the term stated above, Service to Shipper shall be Unavailable on _____ Days.

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff. (or)

Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff. (or)

Not Applicable to this Agreement

7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)

8. MAXIMUM DAILY QUANTITY (Dth/Day):
Please see Appendix A for further detail.

For Rate Schedule EFT only:
MAXIMUM HOURLY QUANTITY (Dth/Hour):
Please see Appendix A for further detail.

9. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.
10. POINTS OF RECEIPT AND DELIVERY:
The primary receipt and delivery points are set forth on Appendix A.
11. RELEASED CAPACITY:
Capacity rights for this Agreement were released from (Releasing Shipper and Contract I.D.): (If applicable)
12. INCORPORATION OF TARIFF INTO AGREEMENT:
This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.
13. MISCELLANEOUS:
No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

Transporter and Shipper agree that, pursuant to Section 6.2.1(h) of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described: (if applicable)

Pursuant to Section 6.4 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as herein described: (if applicable)

Pursuant to Section 6.20, paragraph 2, of the General Terms and Conditions, Transporter will make a Contribution in Aid of Construction subject to the terms and conditions as herein described: (if applicable)

15. NOTICES AND COMMUNICATIONS:

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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Shipper:

By: Its Operator, TransCanada Northern Border Inc.

By:

By:

Title:

Title:

FORM OF PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

This Park and Loan Service Agreement (PAL Service Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to provide Park and Loan Services and Transporter represents that it is willing to provide such Park and Loan Services under the terms and conditions of this PAL Service Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the Park and Loan Services to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM:
_____ to _____, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice. (The term of each transaction shall be specified in the applicable Appendix A.)
7. EFFECT ON PREVIOUS CONTRACTS:
This PAL Service Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
8. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Great Lakes' maximum rates and charges plus all applicable surcharges in effect from time to time under Rate Schedule PAL on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than maximum shall be set forth in the Appendix A attached hereto.

Shipper's nomination for service under Rate Schedule PAL shall evidence Shipper's acceptance of the actual rate(s) to be charged for the service being nominated and shall obligate Shipper to pay all charges calculated using those rates as applied to the quantities scheduled.

9. POINTS OF RECEIPT AND DELIVERY:

Shipper may nominate any point on Transporter's system as a Park and Loan Point under this rate schedule.

10. INCORPORATION OF TARIFF INTO AGREEMENT:

This PAL Service Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and Rate Schedule PAL set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in Rate Schedule PAL and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this PAL Service Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

11. MISCELLANEOUS:

Transporter and Shipper agree that the term, Maximum Quantity ("MQ"), PAL Point, and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Appendix A and executed by Shipper to confirm such terms. Shipper must execute an Appendix A for each transaction prior to submitting a nomination.

The terms of any such Appendix A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Appendix A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

No waiver by either party to this PAL Service Agreement of any one or more defaults by the other in the performance of this PAL Service Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this PAL Service Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

12. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this PAL Service Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this PAL Service Agreement is limited to assets of the Transporter.

Upon termination of this PAL Service Agreement, Shipper's and Transporter's obligations to each other arising under this PAL Service Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this PAL Service Agreement.

Pursuant to Section 5.5.2.1(I) of Rate Schedule PAL, failure by Shipper to comply with notice from Transporter to remove and/or return Gas within the time frame specified may result in the termination of Shipper's PAL Service Agreement.

13. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this PAL Service Agreement shall be in writing by mail, e-mail, or other means 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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

By:

Title:

Shipper:

By:

Title:

Date: _____ Contract No.: _____

APPENDIX A
PARK AND LOAN (PAL) SERVICE AGREEMENT

This Appendix A is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper) and;

WHEREAS, Shipper and Transporter have entered into PAL Service Agreement No. _____ to facilitate the contracting process.

NOW, THEREFORE, Shipper and Transporter agree that the terms below, together with the terms and conditions of the previously executed PAL Service Agreement, constitute a single Park and Loan Service Agreement and fully describe the service to be provided and the rights and obligations of Shipper and Transporter.

COMPANY - Great Lakes Gas Transmission Limited Partnership

COMPANY ADDRESS - Transportation Accounting and Contracts
700 Louisiana St., Suite 1300
Houston, TX 77002-2700

SHIPPER - _____
SHIPPER'S ADDRESS - _____

PAL Term: _____ to _____

Maximum Quantity ("MQ"): _____

PAL Point: _____

FORM OF TRANSPORTATION SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule IT)

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM: _____ to _____,
and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.
7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
8. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under Rate Schedule IT on file with the Commission. If Transporter and Shipper have mutually agreed on a rate other than the maximum rate, that rate, and any provisions governing such rate, shall be set forth herein, or in writing, or through the customer activities link on Transporter's Internet Website.
9. INCORPORATION OF TARIFF INTO AGREEMENT:
This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act

(NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

10. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

11. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

12. NOTICES AND COMMUNICATIONS:

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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Shipper:

By: Its Operator, TransCanada Northern Border Inc.

By:

By:

Title:

Title:

Appendix B

Marked Tariff Records

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff, Third Revised Volume No. 1

<u>Tariff Sections</u>	<u>Version</u>
Third Revised Volume No. 1	4.0.0
2 Preliminary Statement	2.0.0
6.1 GT&C, Definitions	4.0.0
7.3 Service Agmts, Firm Transportation Service Agreements	6.0.0
7.4 Service Agmts, Park and Loan Service Agreement	4.0.0
7.4.1 Service Agmts, Park and Loan Service Agreement – Appendix A	3.0.0
7.5 Service Agmts, Interruptible Transportation Service Agreement	4.0.0

FERC Gas Tariff

Third Revised Volume No. 1

of

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

Filed with

Federal Energy Regulatory Commission

Communications Covering This Tariff Should be Addressed to:

Sorana Linder~~David H. Brown~~
Director, Rates, Tariffs and Modernization~~Manager, Tariffs~~
~~and Compliance~~

Great Lakes Gas Transmission Limited Partnership

Mailing Address: P.O. Box 2446

Houston, TX 77252-2446

Courier Address: 700 Louisiana Street, Suite ~~700~~1300

Houston, TX 77002-2700

Phone: (832) 320-5209~~5512~~

PRELIMINARY STATEMENT

Effective April 6, 1990, Great Lakes Gas Transmission Limited Partnership (Great Lakes) became the successor and assignee of [TransCanada Northern Border Inc](#)~~Great Lakes Gas Transmission Company~~. Great Lakes was certificated to construct and operate a pipeline system extending from the international boundary near Emerson, Manitoba, to Sault Ste. Marie, Michigan and St. Clair, Michigan. By means of such facilities, Great Lakes is authorized to transport natural gas in interstate commerce.

6.1 DEFINITIONS

1. "Agreement" or "Service Agreement" shall mean the Firm Transportation Service Agreement, Interruptible Transportation Service Agreement, or Park and Loan Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto.
2. "British thermal unit (Btu)" shall mean the defined International Tables British Thermal Unit (Btu International Tables). The energy value rounded to 1 MMBtu = 1.055056 GJ. (Btu is measured on a dry basis at 14.73 psia, at 60 degrees Fahrenheit.)
3. "Business Day" shall be defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
4. "C.C.T." shall mean Central Clock Time, representing the time in effect in the Central Time Zone of the United States at the time a transaction occurs, regardless of whether that time may be Standard Time or Daylight Savings Time as those terms are commonly known and understood.
5. "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 5.1 "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper, computed at one hundred percent (100%) load factor, if applicable.
6. Reserved for Future Use.
7. "Cubic Foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.
8. "Dekatherm" and "(Dth)" shall mean a quantity of gas containing one million (1,000,000) BTUs.
9. "Expedited Period of Gas Flow" and ("EPF") shall mean the minimum period of time in hours in which a shipper may receive its full MDQ under Rate Schedule EFT, as represented by the term "MDQ/MHQ".
10. "Equivalent Quantity" - shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter from Shipper for Transportation.

11. "Gas" shall mean pipeline quality gas that complies with the quality provisions as set forth in the Section 6.8 of the General Terms and Conditions of this FERC Gas Tariff, Third Revised Volume No. 1.
12. "Gas Day" shall mean a period beginning at 9 a.m. Central Clock Time (C.C.T.) and ending at 9 a.m. (C.C.T.) on the next calendar day.
13. Reserved for Future Use.
14. "Heating Value" shall mean the gross heating value, measured in BTUs, resulting from the ideal combustion of one (1) cubic foot of anhydrous gas at a temperature of 60 degrees Fahrenheit and a constant pressure of 14.73 pounds per square inch where all the water formed by the reaction condenses to liquid.
15. "Hour" shall mean a period of sixty (60) consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other period of sixty consecutive minutes mutually acceptable to Transporter and Shipper.
16. "Loan" or "Loan Service" - shall mean an advance by Transporter to Shipper at a PAL Point of a quantity of Gas nominated by Shipper as provided for under Transporter's Rate Schedule PAL.
17. "PAL Point" - shall mean a nomable point at which Transporter is authorized to receive and hold on behalf of Shipper or advance to Shipper a quantity of Gas nominated by Shipper pursuant to the Park and Loan Service of Rate Schedule PAL.
18. "PAL Service" - shall mean the providing by Transporter of Park and Loan Service under Transporter's Rate Schedule PAL.
19. Reserved for Future Use.
20. "Maximum Daily Quantity" and "(MDQ)" - shall mean the largest daily quantity of gas exclusive of the Transporter's Use that (a) Shipper may tender for Transportation Service and/or Park and Loan Services in the aggregate to all point(s) of receipt, and (b) Transporter is required to deliver to all point(s) of delivery.
21. "Maximum Hourly Quantity" and "(MHQ)" shall mean the largest quantity of gas that Transporter is obligated to deliver to the point(s) of Delivery, as set forth in the Rate Schedule EFT Transportation Agreement, during any Hour of the Gas Day, and shall reflect an hourly rate of gas flow that is no less than 1/24th and no greater than 1/4th of the MDQ under the Agreement.

22. "Maximum Quantity" or "MQ" - shall mean the largest total quantity of Gas that a Shipper may have parked on or borrowed from Transporter's system, as stated on Appendix A of a PAL Service Agreement.
23. "Mcf" shall mean one thousand (1,000) cubic feet of gas.
24. "Month" shall mean the period beginning at 9 a.m. (C.C.T.), on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.
25. "Off-System Capacity" shall mean capacity acquired by Transporter on other natural gas systems to provide service options to its shippers, including Seamless Transportation Service.
26. "Park" or "Parking Service" - shall mean the receipt at a PAL Point by Transporter of a quantity of Gas nominated by Shipper and the holding of such Gas by Transporter on behalf of Shipper as provided for under Transporter's Rate Schedule PAL.
27. "Reduction Option" shall be an option to terminate a Rate Schedule FT, EFT, or LFT Service Agreement early and/or reduce the capacity held thereunder for some portion of the term, including multiple periods within the term.
28. "Scheduled Daily Delivery" shall mean the quantity of gas, up to the MDQ, scheduled by Transporter based upon Shippers nomination and the applicable allocation procedures, and confirmed by Shipper to be delivered or tendered to Transporter for Transportation.
29. "Seamless Transportation Service" shall mean service provided to a Shipper(s) utilizing capacity on Transporter's own system together with off-system capacity.
30. "Shipper" shall mean an entity or its agent that has executed an Agreement in the form prescribed under this FERC Gas Tariff, Third Revised Volume No. 1, providing for the Transportation, the Parking or Loaning, or the Title Transfer Tracking of gas by Transporter. Shipper or its agent may also net or trade imbalances as provided in Section 6.3.9 of the General Terms and Conditions.
31. "Tender Gas," "Tender of Gas" and "Gas Tendered" shall mean the actual quantity of gas the delivering party is able and willing, and offers to deliver to the receiving party at the appropriate point(s) of receipt or delivery.
32. "Title Transfer Tracking" - shall mean the transfer of title between Shippers for a quantity of Gas at a receipt or delivery point on Transporter's System.

33. "Transportation" and "Transportation Service" shall mean transportation of gas.
34. "Transporter" shall mean Great Lakes Gas Transmission Limited Partnership. [TransCanada Northern Border Inc.](#) ~~Great Lakes Gas Transmission Company~~ is Agent and Operator for Transporter and is authorized to exercise all rights and privileges of Transporter under this tariff.
35. "Transporter's Use" shall mean Transporter's compressor fuel, unaccounted gas and other operating usage, i.e., heating of compressor stations and compressor station blowdowns.
36. "Unavailable Day" shall mean a Gas Day when Transportation Service shall not be provided under Transporter's Rate Schedule LFT.
37. "Year" shall mean a period of 365 consecutive Days, provided however that any Year that contains a date of February 29 shall consist of 366 consecutive Days.
38. "Transporter's Internet Website" shall mean Transporter's internet home page, which contains information about Transporter's services and access to Transporter's Customer Activities Website, in accordance with Section 6.24 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1.

FORM OF TRANSPORTATION SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedules FT, EFT, and LFT)

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM: _____ to _____.

For Rate Schedule LFT only: During the term stated above, Service to Shipper shall be Unavailable on _____ Days.

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff. (or)

Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff. (or)

Not Applicable to this Agreement

7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)

8. MAXIMUM DAILY QUANTITY (Dth/Day):
Please see Appendix A for further detail.

For Rate Schedule EFT only:
MAXIMUM HOURLY QUANTITY (Dth/Hour):
Please see Appendix A for further detail.

9. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.
10. POINTS OF RECEIPT AND DELIVERY:
The primary receipt and delivery points are set forth on Appendix A.
11. RELEASED CAPACITY:
Capacity rights for this Agreement were released from (Releasing Shipper and Contract I.D.): (If applicable)
12. INCORPORATION OF TARIFF INTO AGREEMENT:
This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.
13. MISCELLANEOUS:
No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

Transporter and Shipper agree that, pursuant to Section 6.2.1(h) of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described: (if applicable)

Pursuant to Section 6.4 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as herein described: (if applicable)

Pursuant to Section 6.20, paragraph 2, of the General Terms and Conditions, Transporter will make a Contribution in Aid of Construction subject to the terms and conditions as herein described: (if applicable)

15. NOTICES AND COMMUNICATIONS:

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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite ~~700~~1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Shipper:

By: [Its Operator, TransCanada Northern Border Inc.](#) ~~Great Lakes Gas Transmission Company~~

By:

By:

Title:

Title:

FORM OF PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

This Park and Loan Service Agreement (PAL Service Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to provide Park and Loan Services and Transporter represents that it is willing to provide such Park and Loan Services under the terms and conditions of this PAL Service Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the Park and Loan Services to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:

2. CONTRACT IDENTIFICATION:

3. RATE SCHEDULE:

4. SHIPPER TYPE:

5. STATE/PROVINCE OF INCORPORATION:

6. TERM:

_____ to _____, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice. (The term of each transaction shall be specified in the applicable Appendix A.)

7. EFFECT ON PREVIOUS CONTRACTS:

This PAL Service Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)

8. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Great Lakes' maximum rates and charges plus all applicable surcharges in effect from time to time under Rate Schedule PAL on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than maximum shall be set forth in the Appendix A attached hereto.

Shipper's nomination for service under Rate Schedule PAL shall evidence Shipper's acceptance of the actual rate(s) to be charged for the service being nominated and shall obligate Shipper to pay all charges calculated using those rates as applied to the quantities scheduled.

9. POINTS OF RECEIPT AND DELIVERY:

Shipper may nominate any point on Transporter's system as a Park and Loan Point under this rate schedule.

10. INCORPORATION OF TARIFF INTO AGREEMENT:

This PAL Service Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and Rate Schedule PAL set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in Rate Schedule PAL and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this PAL Service Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

11. MISCELLANEOUS:

Transporter and Shipper agree that the term, Maximum Quantity ("MQ"), PAL Point, and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Appendix A and executed by Shipper to confirm such terms. Shipper must execute an Appendix A for each transaction prior to submitting a nomination.

The terms of any such Appendix A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Appendix A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

No waiver by either party to this PAL Service Agreement of any one or more defaults by the other in the performance of this PAL Service Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this PAL Service Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

12. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this PAL Service Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this PAL Service Agreement is limited to assets of the Transporter.

Upon termination of this PAL Service Agreement, Shipper's and Transporter's obligations to each other arising under this PAL Service Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this PAL Service Agreement.

Pursuant to Section 5.5.2.1(I) of Rate Schedule PAL, failure by Shipper to comply with notice from Transporter to remove and/or return Gas within the time frame specified may result in the termination of Shipper's PAL Service Agreement.

13. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this PAL Service Agreement shall be in writing by mail, e-mail, or other means 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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite ~~700~~1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Shipper:

By: Its Operator, TransCanada Northern Border Inc. ~~Great Lakes Gas Transmission Company~~

By:
Title:

By:
Title:

Date: _____ Contract No.: _____

APPENDIX A
PARK AND LOAN (PAL) SERVICE AGREEMENT

This Appendix A is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper) and;

WHEREAS, Shipper and Transporter have entered into PAL Service Agreement No. _____ to facilitate the contracting process.

NOW, THEREFORE, Shipper and Transporter agree that the terms below, together with the terms and conditions of the previously executed PAL Service Agreement, constitute a single Park and Loan Service Agreement and fully describe the service to be provided and the rights and obligations of Shipper and Transporter.

COMPANY - Great Lakes Gas Transmission Limited Partnership

COMPANY ADDRESS - Transportation Accounting and Contracts
700 Louisiana St., Suite ~~700~~1300
Houston, TX 77002-2700

SHIPPER - _____
SHIPPER'S ADDRESS - _____

PAL Term: _____ to _____

Maximum Quantity ("MQ"): _____

PAL Point: _____

FORM OF TRANSPORTATION SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule IT)

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM: _____ to _____,
and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.
7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
8. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under Rate Schedule IT on file with the Commission. If Transporter and Shipper have mutually agreed on a rate other than the maximum rate, that rate, and any provisions governing such rate, shall be set forth herein, or in writing, or through the customer activities link on Transporter's Internet Website.
9. INCORPORATION OF TARIFF INTO AGREEMENT:
This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act

(NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

10. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

11. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

12. NOTICES AND COMMUNICATIONS:

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, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission
Limited Partnership
Commercial Operations
700 Louisiana Street, Suite ~~700~~1300
Houston, TX 77002-2700

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Shipper:

By: Its Operator, TransCanada Northern Border Inc. ~~Great Lakes Gas Transmission Company~~

By:

By:

Title:

Title: