



September 25, 2015

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

**Gas Transmission Northwest LLC**  
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Re: Gas Transmission Northwest LLC  
Non-Conforming/Negotiated Rate Agreement Filing  
Docket No. RP15-\_\_\_\_\_ - \_\_\_\_\_

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,<sup>1</sup> Gas Transmission Northwest LLC (“GTN”) hereby submits for filing and acceptance certain revised tariff sections<sup>2</sup> to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1-A (“Tariff”), and a tariff record that reflects a Rate Schedule FTS-1 negotiated rate service agreement containing non-conforming provisions (“Agreement”) that GTN entered into with Portland General Electric Company (“PGE”), all of which are included herein as Appendix A.<sup>3</sup> The revised tariff sections are being submitted to comply with the Commission’s March 14, 2013, Order Issuing Certificate in Docket No. CP12-494-000.<sup>4</sup> GTN requests that the Commission accept the proposed tariff sections and tariff record to become effective on the date the facilities are placed into service, which is anticipated to occur on or about October 31, 2015.

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<sup>1</sup> 18 C.F.R. Part 154 (2015).

<sup>2</sup> Specifically, Part 1 – Table of Contents (“Table of Contents”); and Part 4.10 - Statement of Rates, Non-Conforming Service Agreements (“Section 4.10”).

<sup>3</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements and other non-conforming service agreements need not be divided, but can be filed as entire documents.” GTN has elected to file the Agreement included herein as whole documents, in PDF format.

<sup>4</sup> *Gas Transmission Northwest LLC*, 142 FERC ¶ 61,186 (2013) (“Order Issuing Certificate” or “Order”).

## Correspondence

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

- |   |   |
|---|---|
| * Eva N. Neufeld<br>Associate General Counsel<br>Gas Transmission Northwest LLC<br>700 Louisiana Street, Suite 700<br>Houston, Texas 77002-2700<br>Tel. (832)320-5623<br>Fax (832)320-6623<br>eva_neufeld@transcanada.com | John A. Roscher<br>Director, Rates and Tariffs  |
|   | * Joan F. Collins<br>Manager, Tariffs and Compliance<br>Gas Transmission Northwest LLC<br>700 Louisiana Street, Suite 700<br>Houston, Texas 77002-2700<br>Tel. (832) 320-5651<br>Fax (832) 320-6651<br>joan_collins@transcanada.com |

\* Persons designated for official service pursuant to Rule 2010.

## Statement of Nature, Reasons and Basis for Filing

On July 31, 2012, in Docket No. CP12-494-000, GTN filed an abbreviated application pursuant to section 7(c) of the NGA<sup>5</sup> and Part 157 of the Commission's regulations<sup>6</sup> ("Application") for authorization to construct, own and operate the Carty Lateral in Morrow County, Oregon ("Carty Lateral Project" or "Project") in order to provide up to 175,000 dekatherms per day of firm transportation service to PGE's Carty Generating Station.<sup>7</sup> GTN and PGE entered into a precedent agreement, dated July 20, 2012, wherein PGE agreed to contract for the entire design capacity on the Carty Lateral Project for a term of thirty (30) years. The PGE precedent agreement was included in GTN's Application and approved as part of the Commission's Order Issuing Certificate. As a result of the Project going forward, GTN has entered into the Agreement, which is submitted herein, to become effective on the date the facilities are placed into service, which is anticipated to occur on or about October 31, 2015.<sup>8</sup>

## Non-Conforming Agreement

The Agreement submitted herein contains provisions which deviate from the applicable FTS-1 *pro forma* Form of Service Agreement ("PFSA") in GTN's Tariff. These non-conforming provisions include (1) term extension rights which are dependent upon the timing of the in-service date of the Project in Article 3.1; (2) clarifying language concerning fuel compensation in Article 6.2; (3) the relocation of Article 7.9,

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<sup>5</sup> 15 U.S.C. § 717f (2012).

<sup>6</sup> 18 C.F.R. Part 157 (2014).

<sup>7</sup> The Carty Lateral Project was constructed at the specific request of PGE. Between February 13, 2012, and March 14, 2012, GTN conducted an open season to explore market demand beyond PGE's requirement. No other potential shipper expressed interest in the Project.

<sup>8</sup> Order at Ordering Paragraph (G).

which recaps the exhibits incorporated by reference, to Article 8.3 as part of the creditworthiness provisions; and (4) “Other Provisions” in Article 8 which set forth the creditworthiness requirements that were part of the precedent agreement that PGE entered into with GTN.<sup>9</sup> As PGE is the only holder of Carty Lateral Project capacity, such creditworthiness provisions are necessary to ensure that GTN’s financial commitment to the Project is protected through the initial term of service for PGE. Such creditworthiness provisions are necessary to support the Project and are consistent with Commission precedent as well as the Commission’s Policy Statement regarding the collateral requirements for construction projects.<sup>10</sup>

### Negotiated Rates

Additionally, the PGE Agreement filed herein contains negotiated rates.<sup>11</sup> GTN and PGE have mutually agreed to the estimated negotiated reservation rates, as reflected in Table 1 to Exhibit B of the Agreement. The rate structure was developed using estimated Carty Lateral Project costs, which shall be adjusted to reflect actual Project costs, as further described in Exhibit B. GTN advises that no undisclosed agreements, etc., are linked to the Agreement.<sup>12</sup>

### Instant Filing

Pursuant to Section 154.112(b) and 154.201 of the Commission’s regulations, and to conform with Order No. 714, GTN is submitting the Agreement in its entirety as tariff record 9.1, included within Appendix A, and a marked version of the Agreement in Appendix C to identify the differences from the PFSA contained in GTN’s tariff, as described above.<sup>13</sup> GTN is including in the instant filing revised Section 4.10 to reference the Agreement as non-conforming in its Tariff.<sup>14</sup> Additionally, a revised Table of Contents is submitted herein in Appendix A to reflect the housing of the Agreement in GTN’s Tariff.

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<sup>9</sup> The Agreement includes creditworthiness provisions which are identical to those appearing in PGE’s precedent agreement.

<sup>10</sup> *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 to 19, and 21 (2005). P 19 states that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service. See also *ANR Pipeline Company*, Docket No. RP15-375-000 (February 26, 2015) (Unpublished Director’s Letter Order).

<sup>11</sup> On October 28, 1999, in Docket No. RP99-518-000, the Commission approved subject to conditions, Section 6.31 of the General Terms and Conditions of GTN’s Tariff, which authorized GTN to enter into negotiated rate agreements with its customers. *PG&E Gas Transmission, Northwest Corporation*, 89 FERC ¶ 61,114 (1999).

<sup>12</sup> The Agreement filed herein provides all of the information required by Section 6.31 of GTN’s Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>13</sup> Section 6.31 allows GTN to submit a negotiated rate agreement as part of a non-conforming agreement filing instead of listing the elements of the negotiated rate agreement in the tariff.

<sup>14</sup> For purposes of listing the Agreement in Section 4.10, GTN has reflected an effective date of October 31, 2015, and termination date of October 31, 2045. In the event that the in-service date for the Agreement changes, GTN will file to revise the dates accordingly.

GTN is requesting that the Commission accept the tariff sections and Agreement to become effective on the date the facilities are placed into service, which is anticipated to occur on or about October 31, 2015.

### **Effective Date**

Regarding the proposed effective date for the tariff sections included in the instant filing, pursuant to the FERC's *Implementation Guide for Electronic Tariff Filing*,<sup>15</sup> and for administrative ease, GTN is reflecting an effective date of December 31, 9998, as a placeholder until the actual in-service date is known. Upon the Carty Lateral's in-service, GTN will submit a notification to the Commission of the actual date to reflect in the tariff sections, anticipated to occur on or about October 31, 2015. GTN respectfully requests that the Commission grant all waivers of its regulations and GTN's Tariff necessary to accept the tariff sections and tariff record included as Appendix A to become effective as requested herein.

### **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, GTN is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. the clean tariff sections and tariff record (Appendix A);
3. the marked tariff sections (Appendix B); and
4. the marked service agreement (Appendix C).

### **Certificate of Service**

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

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<sup>15</sup> Office of the Secretary of the Commission, *Implementation Guide for Electronic Filing of Parts 35, 154,284 300 and 341 Tariff Filings* (2014).

Pursuant to Section 385.2005 and Section 385.2011, 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 Joan Collins at (832) 320-5651.

Respectfully submitted,

GAS TRANSMISSION NORTHWEST LLC

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates & Tariffs

Enclosures

**Appendix A**  
***Gas Transmission Northwest LLC***  
***FERC Gas Tariff, Fourth Revised Volume No. 1-A***  
**Clean Tariff**

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
1 – TABLE OF CONTENTS	v.9.0.0
4.10 – Statement of Rates, Non-Conforming Agreements	v.4.0.0
9 – NON-CONFORMING AGREEMENTS WITH NEGOTIATED RATES	v.0.0.0

**Tariff Records**

**Section 9 – Non-Conforming Agreements with Negotiated Rates**

9.1	Portland General Electric Company	FTS-1	#17293	v.0.0.0
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NON-CONFORMING SERVICE AGREEMENTS  
 PURSUANT TO § 154.112(b)

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

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

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

NON-CONFORMING AGREEMENTS WITH NEGOTIATED RATES

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Portland General Electric Company  
(#17293)

Agreement Effective Date: October 31, 2015

FIRM TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of December, 2013, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Portland General Electric Company, a corporation existing under the laws of the State of Oregon, (hereinafter referred to as "Shipper") on behalf of N/A (hereinafter referred to as N/A).

WHEREAS, GTN owns and operates a natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of TransCanada PipeLines Limited B.C. System at the International Boundary near Kingsgate, British Columbia, through the states of Idaho, Washington and Oregon to a point of interconnection with Pacific Gas and Electric Company at the Oregon-California border near Malin, Oregon; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas on GTN's Carty lateral from Ione station, in Boardman, Oregon to Shipper's Carty Generating Station ("Project"); and

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

NOW, THEREFORE, the parties agree as follows:

I

Governmental Authority

- 1.1 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.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.
- 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.

II  
Quantity of Gas and Priority of Service

- 2.1 Subject to the terms and provisions of this Agreement and GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1, daily receipts of gas by GTN from Shipper at the point(s) of receipt shall be equal to daily deliveries of gas by GTN to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to GTN an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in the Statement of Effective Rates and Charges applicable to Rate Schedule FTS-1. Any limitations of the quantities to be received from each point of receipt and/or delivered to each point of delivery shall be as specified on Exhibit A attached hereto.
- 2.2 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.
- 2.3 In providing service to its existing or new customers, GTN will use the priorities of service specified in Section 6.19 of GTN's Transportation General Terms and Conditions on file with the FERC.
- 2.4 Prior to initiation of service, Shipper shall provide GTN with any information required by the FERC as well as all information identified in GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1.

III  
Term of Agreement

- 3.1 This Agreement shall become effective on the In-Service Date of the Carty Lateral Project as defined in the Precedent Agreement for Firm Natural Gas Transportation Service executed by and between GTN and Shipper on July 20, 2012, and shall continue in full force and effect until the expiry of the initial thirty (30) year term commencing on the In-Service Date. If the In-Service Date commences on a day other than the 1<sup>st</sup> day of a calendar month then the term shall extend through the end of the 360<sup>th</sup> full calendar month of service. Thereafter, this Agreement shall continue in full force and effect for an additional term of three (3) years, and successive three (3) year terms, thereafter, until and unless Shipper gives at least twenty-four (24) months prior written notice of its desire to terminate this Agreement.

IV  
Points of Receipt and Delivery

- 4.1 The point(s) of receipt of gas deliveries to GTN is as designated in Exhibit A, attached hereto.
- 4.2 The point(s) of delivery of gas to Shipper is as designated in Exhibit A, attached hereto.



- 4.3 Shipper shall deliver or cause to be delivered to GTN the gas to be transported hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt. GTN shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in GTN's system at the point(s) of delivery. GTN and Shipper may agree to minimum or maximum receipt or delivery pressure commitments as designated in Exhibit A, attached hereto.

V  
Operating Procedure

- 5.1 Shipper shall conform to the operating procedures set forth in GTN's Transportation General Terms and Conditions.
- 5.2 Nothing in Section 5.1 shall compel GTN to transport gas pursuant to Shipper's request on any given day. GTN shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to GTN's Transportation General Terms and Conditions applicable to Rate schedule FTS-1.

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

- 6.1 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. In the event GTN and Shipper agree on a discounted or Negotiated Rate, that rate, and any provisions governing such rate, shall be set forth in Exhibit B attached hereto.
- 6.2 Shipper shall compensate GTN each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC; provided, however, that nothing in the foregoing is meant to or shall be deemed to require Shipper to compensate GTN for costs for which Shipper has compensated GTN under Section 2.1 of this Agreement.
- 6.3 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.
- 6.4 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such

services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

VII  
Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of California.
- 7.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto.
- 7.3 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.
- 7.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

"GTN"            GAS TRANSMISSION NORTHWEST LLC  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Attention: Commercial Services

"Shipper"        PORTLAND GENERAL ELECTRIC COMPANY  
121 SW Salmon Street  
3WTC306  
Portland, Oregon 97204  
Attention: Manager, Fuels

With copies of notices, other than routine communications, to:

PORTLAND GENERAL ELECTRIC COMPANY  
121 SW Salmon Street  
1WTC1301  
Portland, Oregon 97204  
Attention: Office of General Counsel

- 7.5 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.
- 7.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.7 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.
- 7.7 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by a permanent transportation authority.

## VIII Other Provisions

### 8.1 Creditworthiness

- (a) During the term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with the standards set forth in Section 8.1(b), and upon notification from Company, provide and maintain Credit Support, as defined in Section 8.1(c) below, as required by GTN pursuant to Section 8.1(c).
- (b) Shipper will be deemed creditworthy if (i) its unenhanced senior unsecured debt securities are rated at least BBB by Standard & Poor's Financial Services LLC ("S&P") or at least Baa2 by Moody's Investors Service, Inc. ("Moody's"), and (ii) the contractual obligation derived from the sum of reservation charges for the contract term, on a net present value basis, is no greater than 10% of Shipper's Tangible Net Worth. In the event Shipper is rated by both S&P and Moody's, the lower rating applies. If Shipper currently has service agreements with GTN, the total of the potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then GTN may evaluate creditworthiness based upon the level of Shipper's current and requested service with GTN relative to Shipper's current and future ability to meet its obligations. Such credit evaluation shall be based upon GTN's evaluation of any or all of the following information:

(A) S&P, Moody's, and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.

(B) Financial reports whereby consistent financial statement analysis will be applied by GTN to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow

statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(C) Whether Shipper is operating under any chapter of the bankruptcy laws and is subject to liquidation or debt reduction procedures under state laws, and whether there is pending any petition for involuntary bankruptcy. Company may give consideration for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act if GTN is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

(D) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(E) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of GTN's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(F) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

- (c) As used herein, "Credit Support" means, (i) a guaranty of Shipper's obligations, for an amount no greater than the net present value of reservation charges under this Agreement from an entity that meets the credit standards set forth above ("Guarantor"), substantially in the form attached hereto as Exhibit C. Where the Guarantor is not an entity formed in the United States, the guaranty may not be substantially in the form attached hereto as Exhibit C but shall be in a form acceptable to GTN, in its sole discretion; or (ii) one of the following collateral options: (A) an irrevocable standby letter of credit for an amount up to Shipper's then Proportionate Share of Project Costs, in substantially the form attached hereto as Exhibit D and issued by a bank or financial institution with an unenhanced senior unsecured debt rating of at least "A" by S&P and "A2" by Moody's; or (B) a cash security deposit delivered to GTN, in an amount up to Shipper's then Proportionate Share of Project Costs; or (C) any other financial assurance mutually agreed upon by GTN and Shipper. If at any time GTN or Shipper are in dispute as to whether Shipper or its proposed guarantor is creditworthy, then until such time as such dispute is resolved, Shipper shall be required to provide the Credit Support contemplated in clause (A) or (B) of this Section 8.1(c) (which shall be subject to immediate release in the event that the parties mutually agree or it is determined by GTN that Shipper or its proposed guarantor is creditworthy). In the event Shipper provides any of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral will be reduced over

time in proportion to the term of this Agreement, but in no event reduced to less than three (3) months reservation charges. Furthermore, with respect to the cash security deposit option, GTN will accrue and pay interest at the applicable monthly "Federal Funds (effective)" rate published in the Federal Reserve Statistical Report H.15. Such interest shall be paid by GTN on an annual basis each September 1 or at the time Shipper's deposit is returned.

The term "Proportionate Share" for Shipper shall be an amount equal to the ratio of Shipper's requested capacity pursuant to this Agreement to the total certificated capacity for the Project. The term "Project Costs" shall be the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by GTN, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably incurred by GTN in connection with the Project.

- (d) Shipper shall maintain its creditworthiness for purposes of this Agreement, either directly or through provision of Credit Support, for the term of this Agreement. GTN shall have the right to review Shipper's or its Guarantor's creditworthiness, in accordance with Section 8.1(b) above, on an ongoing basis and Shipper or its Guarantor shall provide, upon GTN's reasonable request, any requested information in order for GTN to determine the continuing creditworthiness of Shipper or its Guarantor. GTN and Shipper agree that the failure of Shipper or its Guarantor to maintain creditworthiness or supply or maintain Credit Support shall not: (i) relieve Shipper of its other obligations under this Agreement; or (ii) prejudice GTN's right to seek performance under this Agreement. If Credit Support is provided pursuant to Section 8.1 and Shipper or its Guarantor, as applicable, is later determined by GTN to be creditworthy in accordance with the standards set forth in Section 8.1(b) and such Credit Support is not required, GTN shall return to Shipper or its Guarantor, as applicable whatever form of such Credit Support it then holds to secure Shipper's obligations hereunder.
- (e) Shipper acknowledges that this Agreement is a contract under which GTN will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, or any of its affiliates, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, and if GTN does not terminate this Agreement as a result of such filing, GTN may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, additional financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (f) The creditworthiness requirements of this Section 8.1 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent release, in whole or part, of this Agreement

## 8.2 Termination

- (a) GTN may terminate this Agreement upon written notice to Shipper in the event that:
- (i) Shipper or any Guarantor of its obligations fails to provide Credit Support or replacement Credit Support within thirty (30) days of notice by GTN to Shipper; or
  - (ii) A petition is filed, by or against Shipper, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, and if filed against Shipper, or any Guarantor of Shipper's obligation, is not dismissed within sixty (60) days; or
  - (iii) Within thirty (30) days of notice by GTN to Shipper, Shipper fails to pay when due any sum for which it is obligated under this Service Agreement, or Shipper fails to comply with any other obligation under this Agreement, Rate Schedule FTS-1 or Company's FERC Gas Tariff.
- (b) In the event of termination under Sections 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii), Shipper shall be liable for and shall pay GTN an amount equal to the remaining reservation charges under this Agreement.
- (c) Any termination pursuant to Sections 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii) shall be effective upon Shipper's receipt of GTN's termination notice. Any termination notice from GTN shall be in writing, shall be delivered to Shipper in accordance with GTN's FERC Gas Tariff, and shall specify whether termination is pursuant to Section 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii). Shipper agrees that the remaining reservation charges shall be due and owing to GTN upon Shipper's receipt of GTN's termination notice and paid to GTN within thirty (30) days of such receipt.
- (d) In the event that GTN terminates pursuant to Section 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii), GTN shall, upon receipt of payment from Shipper of all obligations due to GTN, return all Credit Support provided hereunder.

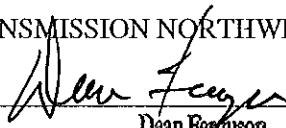
### 8.3 Exhibits

The following Exhibits are attached hereto and expressly made part of this Agreement:

- Exhibit A: Delivery Point, Receipt Point and MDQ
- Exhibit B: Negotiated Rate
- Exhibit C: Form of Guaranty
- Exhibit D: Form of Letter of Credit


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: Dean Ferguson  
Title: President

  
**Jon A. Dobson**  
Corporate Secretary

SHIPPER

By:   
Name: Maria M. Pope  
Title: SRVP Power Supply & Operations & Resource Strategy




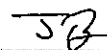
PGE Approved By:	
Business Terms	
Credit	
Legal	
Risk Mgt.	

EXHIBIT A  
 TO THE FIRM TRANSPORTATION SERVICE AGREEMENT  
 Dated \_\_\_\_\_

Between

GAS TRANSMISSION NORTHWEST LLC

and

PORTLAND GENERAL ELECTRIC COMPANY

Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) MMBtu/d	<u>Pressure Commitments (if applicable)</u>	
			Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
Carty Lateral	Carty Generating Station	175,000	___/___	___/___
_____	_____	_____	___/___	___/___
_____	_____	_____	___/___	___/___
_____	_____	_____	___/___	___/___

(Add additional lines as needed)



EXHIBIT B  
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

NEGOTIATED RATE

## NEGOTIATED RATE

Shipper's negotiated rate for transportation on the Project shall include all of the following components:

### 1. Negotiated Reservation Rate

The estimated Negotiated Reservation Rates shall be as defined in Table 1 attached hereto. This estimated Negotiated Reservation Rate structure was developed using an estimated Project cost of \$54,347,840 and a 13.74% Pre-Tax Cost of Capital. The Negotiated Reservation Rate structure in Table 1 shall be adjusted in the manner described below to reflect (a) the total cost of the construction of the Project.

Within a period ending six months after the In-Service Date of the Project, Company shall furnish Shipper (a) a detailed schedule showing the total cost of constructing the Project, and (b) a revised Table 1 reflecting any adjustment to the estimated Negotiated Reservation Rate resulting from any change to the estimated Project cost of \$54,347,840. The detailed schedule provided to Shipper in accordance with Paragraph 1(a) above shall be consistent with Company's FERC filing made pursuant to 18 C.F.R. Part 157.20(c)(3). The adjusted rates in the revised Table 1 will be effective on the first day of the calendar month following the submission of the schedule and Table 1 to Shipper.

The adjusted rates in revised Table 1 shall be the Negotiated Reservation Rate in effect throughout the remainder of the Initial Term of the Service Agreement. No application of an Incremental Fee or Other Charge pursuant to Paragraphs 2 and 3 below shall, in any manner, affect the Negotiated Reservation Rates derived through the adjustment procedure described in this Paragraph 1.

### 2. Incremental Fees

An Incremental Fee may be assessed, as necessary, to recover costs outlined in (a) and (b) of this section as allowed by FERC: (1) in a Natural Gas Act Section 4 suspension order that accepts filed rates subject to refund; or (2) a Commission order in a Natural Gas Act Section 5 rate proceeding:

- (a) New or revised requirements, regulations or legislation addressing (i) environmental mandated changes, (ii) compliance with Environmental Protection Agency mandated use of best available control technology for emissions, (iii) FERC mandated generic pipeline initiatives implemented on an industry-wide basis, and (iv) additional pipeline safety requirements issued by the US Department of Transportation Pipeline and Hazardous Materials Safety Administration as a result of either new legislative or administrative regulations

or mandates that alter existing pipeline safety requirements or impose new mandates for new activities; and

(b) Maintenance capital expenditures.

The annual cost-of-service effect of the Capital Expenditures incurred as a result of Paragraphs 2(a) and (b) above shall utilize a Depreciation expense defined as  $(1/\text{Remaining Contract Term})$  multiplied by the Capital Expenditure. For Capital Expenditures occurring beyond the initial term, the "Remaining Contract Term" component of Depreciation Expense will be matched to the remaining term of Shipper's contract extension unless Shipper and Company mutually agree to a different "Remaining Contract Term".

3. Negative Salvage Rate

If a negative salvage rate applicable to the Project is approved or established in a FERC proceeding or settlement approved by the FERC, the FERC approved rate for such shall apply to the Project and the annual impact of such shall be assessed by Company annually throughout the Initial Term of the Service Agreement on the yearly anniversary of the effective date of the negative salvage rate applicable to the Project.

4. Other Charges

Company's maximum Delivery Charge, ACA, and as applicable, fuel, compressor usage and all other applicable surcharges, all in accordance with the Tariff.

Table 1

Service Year	Exhibit B Reservation Rate (\$/Dth/day)
Twelve (12) Months Commencing on In-Service Date	\$0.170331
2nd Year	\$0.164633
3rd Year	\$0.158192
4th Year	\$0.152152
5th Year	\$0.146502
6th Year	\$0.141197
7th Year	\$0.136120
8th Year	\$0.131101
9th Year	\$0.126067
10th Year	\$0.121017
11th Year	\$0.115952
12th Year	\$0.110869
13th Year	\$0.105768
14th Year	\$0.100650
15th Year	\$0.095511
16th Year	\$0.091201
17th Year	\$0.088378
18th Year	\$0.086198
19th Year	\$0.084014
20th Year	\$0.081826
21st Year	\$0.079633
22nd Year	\$0.077435
23rd Year	\$0.075232
24th Year	\$0.073023
25th Year	\$0.070808
26th Year	\$0.068588
27th Year	\$0.066361
28th Year	\$0.064127
29th Year	\$0.061885
30th Year (and each subsequent year if the term of the Service Agreement is extended)	\$0.059636

EXHIBIT C  
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT  
FORM OF GUARANTY

## GUARANTY

This Guaranty dated \_\_\_\_\_, 20\_\_, is made by \_\_\_\_\_, a \_\_\_\_\_ (“Guarantor”), in favor of Gas Transmission Northwest, LLC, a Delaware limited liability company (“Creditor”).

### WITNESSETH:

**WHEREAS**, Creditor and \_\_\_\_\_, a \_\_\_\_\_ (“Debtor”), have entered into, or may hereafter enter into in the future, certain contracts, agreements or arrangements, including, but in no way limited to, contracts, agreements or arrangements involving the transportation, gathering, processing, treating, parking, lending, sale, purchase, pooling, aggregating, balancing or storage of natural gas or natural gas liquids or for products or services similar or related thereto (such contracts, agreements and arrangements, whether now existing or hereafter entered into between Debtor and Creditor, are individually referred to as an “Agreement” and collectively referred to as the “Agreements”); and

**WHEREAS**, to induce Creditor to extend or to continue to extend credit to Debtor, Guarantor has agreed to provide this Guaranty to Creditor;

**NOW, THEREFORE**, Guarantor agrees with Creditor as follows:

1. **Guaranty.** Guarantor unconditionally, absolutely and irrevocably guarantees to Creditor and its successors and assigns the full and prompt payment when due of all debts, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, secured or unsecured, primary or secondary, at any time owing by Debtor to Creditor or remaining unpaid by Debtor to Creditor incurred under, or arising out of, the Agreements, including any amounts for interest, costs, expenses, penalties and damages, as further set forth herein (all such debts, obligations and liabilities are collectively referred to as the “Guaranteed Obligations”). Guarantor shall pay interest on any amounts due under this Guaranty as set forth in Section 17. Guarantor shall pay any and all out-of-pocket costs, including reasonable legal fees and expenses, and other expenses incurred by Creditor in enforcing Guarantor’s obligations under this Guaranty; provided that Guarantor shall not be liable for such expenses of Creditor if Creditor is not successful in such enforcement action. This is a guaranty of payment and not of collection. This Guaranty is in addition to, and does not limit, any other guaranty of Guarantor. Nothing herein shall be construed as an obligation on the part of Creditor to extend credit to Debtor or to continue to extend credit to Debtor.
2. **Liability as principal debtor.** Creditor may recover from Guarantor as a principal debtor any Guaranteed Obligations that Creditor may not recover from Guarantor as guarantor under Section 1, and Guarantor agrees to pay all such Guaranteed Obligations to Creditor as principal debtor. The provisions of this

Guaranty shall apply generally with the necessary changes as to the points of detail to the liability of Guarantor as principal debtor hereunder.

3. **Guaranty absolute.** The liability of Guarantor is absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, impaired, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation:
  - a) any action or inaction by Creditor as contemplated in Section 4;
  - b) any change in the structure or ownership of Debtor, Guarantor or Creditor or any other change in the relationship between Debtor and Guarantor;
  - c) any change in the financial condition of Debtor, Guarantor or Creditor;
  - d) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Debtor or its assets or any resulting release, stay or discharge of any Guaranteed Obligations;
  - e) any event or occurrence beyond the reasonable control of any party (other than any such event or occurrence that relieves Debtor of liability for the performance of any Guaranteed Obligation under any Agreement) or act of government in relation to, or directly or indirectly affecting, any Agreement, any Guaranteed Obligations, Debtor, Guarantor or Creditor; or
  - f) any other law, regulation or other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor or Guarantor in respect of any of the Guaranteed Obligations.
  
4. **No release.** The liability of Guarantor is not released, discharged, limited or in any way affected by anything Creditor does, suffers or permits in connection with any duties or liabilities of Debtor to Creditor or any security for those duties or liabilities, including without limitation any loss of or in respect of any security received by Creditor from Debtor or others. Creditor may, at any time and from time to time, without the consent of or notice to Guarantor, and without impairing, releasing, discharging, limiting or otherwise affecting in whole or in part the obligations of Guarantor hereunder:
  - a) change the manner, place or terms of payment of, and/or exchange or extend the time of payment of, renew, amend or alter, any of the Guaranteed Obligations;
  - b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any assets securing the Guaranteed Obligations;

- c) exercise or refrain from exercising any rights against Debtor or others or otherwise act or refrain from acting;
  - d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof;
  - e) apply any sums, regardless of how realized, to any liability owing by Debtor to Creditor under or pursuant to the Agreements;
  - f) consent to or waive any breach of, or any act, omission or default under any Agreement or otherwise amend, modify or supplement any Agreement;
  - g) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of any right against Debtor of the type described in Section 12 to recover any payments made pursuant to this Guaranty; and
  - h) release Debtor or any other party liable in any manner for payment of any or all of the Guaranteed Obligations.
5. **No exhaustion of remedies.** Creditor is not bound or obliged to exhaust its recourse against Debtor or any other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from Guarantor.
6. **No set-off or counterclaim.** Payments under this Guaranty shall be made without set-off or counterclaim whatsoever and free of any deductions or withholdings.
7. **Continuing guaranty.** This Guaranty is a continuing guaranty and is binding as a continuing obligation of Guarantor. This Guaranty shall apply to any ultimate balance due or remaining due to Creditor, and Guarantor shall continue to be bound, despite the payment from time to time during the term of this Guaranty of the whole or any part of the Guaranteed Obligations owed by Debtor to Creditor. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of any of the Guaranteed Obligations is rendered unenforceable or is rescinded or must otherwise be returned by Creditor upon the occurrence of any action or event, including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of Debtor or Guarantor, all as though such payment had not been made.
8. **Representations and warranties.** Guarantor represents and warrants to Creditor that:
- a) Guarantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and (ii) has the power and authority to own its property and assets, to transact the



business in which it is engaged and to enter into and perform its obligations under this Guaranty;

- b) the execution, delivery, observance and performance of this Guaranty by Guarantor do not and will not conflict with or result in a breach of the articles, certificate, by-laws, or other organizational or formation documents of Guarantor, or of the terms or provisions of any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which Guarantor is a party or by which Guarantor or its assets are bound or to which Guarantor or its assets are subject, or constitute a default under any of them;
  - c) this Guaranty has been duly authorized, executed and delivered by Guarantor;
  - d) this Guaranty constitutes a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms; and
  - e) this Guaranty reasonably may be expected to benefit Guarantor, either directly or indirectly.
9. **Demand for payment.** Guarantor shall pay, within five (5) business days (as determined in the location where payment is to be made) after demand by Creditor and in immediately available funds, all Guaranteed Obligations due under the Agreements. Guarantor shall make all such payments in accordance with the instructions set forth in such demand. There are no other requirements of notice, presentment or demand that are required to be made under this Guaranty.
10. **Stay of acceleration.** If acceleration of the time for payment of any amount payable by Debtor in respect of the Guaranteed Obligations is stayed on the insolvency, bankruptcy, arrangement or reorganization of Debtor or on any moratorium affecting the payment of the Guaranteed Obligations, Guarantor shall nonetheless pay immediately on demand all amounts that would otherwise be subject to acceleration.
11. **Termination.** This Guaranty is a continuing guaranty effective from and after the date hereof; however, Guarantor may terminate its liability under this Guaranty with respect to Guaranteed Obligations incurred under or arising from any Agreement entered into on or after the Effective Date (as defined below) by providing written notice of such termination to Creditor in accordance with Section 24. Guarantor's notice of termination will become effective on the thirtieth (30<sup>th</sup>) day (the "Effective Date") after receipt of the notice by Creditor. From and after the Effective Date, Guarantor will not be liable pursuant to this Guaranty for any debts, obligations or liabilities incurred under or arising out of any Agreement entered into by Debtor on or after the Effective Date; **PROVIDED, HOWEVER, Guarantor will continue to remain liable for any and all Guaranteed Obligations under Agreements entered into by Debtor**

prior to the Effective Date, whether such Guaranteed Obligations arose prior to, on or after the Effective Date. In addition, the termination of this Guaranty shall not affect Guarantor's liability for interest accruing as set forth in Section 17 on all Guaranteed Obligations for which Guarantor remains liable and shall not affect Guarantor's liability for legal fees, costs and other expenses incurred by Creditor in collecting such Guaranteed Obligations.

12. **Subordination and subrogation.** If and to the extent that Guarantor makes any payment to Creditor pursuant to this Guaranty, any claim which Guarantor may have against Debtor by reason thereof shall be subject and subordinate to the prior payment in full of all of the Guaranteed Obligations. Guarantor agrees that it will not exercise any rights that it may now or hereafter acquire against Debtor that arise from the existence, payment, performance or enforcement of the Guaranteed Obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or proceeding, or remedy of any other party against Debtor, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been irrevocably paid, satisfied or discharged in full.
13. **Waivers.** Guarantor waives diligence, presentment, protest, notice of acceptance of this Guaranty and notice of any liability to which it may apply, notice of dishonor or nonpayment, and any other notice not expressly required by this Guaranty.
14. **No merger.** Neither an action or proceeding brought under this Guaranty regarding the Guaranteed Obligations nor any judgment or recovery in consequence of that action or proceeding operates as a bar or defense to any further action or proceeding that may be brought under this Guaranty. Any action, proceeding, judgment or recovery does not constitute a merger of any of Creditor's rights or remedies under this Guaranty. Any judgment obtained by Creditor in whole or in part of any of the Guaranteed Obligations under this Guaranty does not constitute a merger of this Guaranty into that judgment.
15. **Foreign currency obligations.** Guarantor shall make payment under this Guaranty in the legal currency of the United States of America ("US Currency"). If Guarantor makes payment in a currency other than US Currency (whether voluntarily or under an order or judgment of a court or tribunal of any jurisdiction), the payment constitutes a discharge of Guarantor's liability only to the extent of the amount of US Currency that Creditor is able to purchase with the amount of the currency it receives on the date of receipt utilizing Creditor's customary foreign exchange practices as in effect on such date. Guarantor agrees to indemnify and hold harmless Creditor from and against any loss arising out of any currency-related deficiency in payment. This indemnity constitutes a separate and independent obligation giving rise to a separate cause of action. A certificate of an officer of Creditor certifying any deficiency or loss is, in the absence of manifest error, prima facie evidence of that deficiency or loss.

16. **Benefit to Guarantor.** Subject to the terms of Section 25, this Guaranty shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of and be enforceable by Creditor and its successors and assigns and shall apply to Debtor and its successors and assigns.
17. **Interest.** Guarantor shall pay to Creditor interest on the unpaid portion of the Guaranteed Obligations according to the terms of the Agreements. If payment of interest is not provided for in any Agreement, then Guarantor shall pay to Creditor interest on the unpaid portion of the Guaranteed Obligations under such Agreement at an annual rate equal to the lesser of (i) two percent (2%) above the prime rate of interest from time to time published under "Money Rates" in The Wall Street Journal (or if at the time of determination thereof, such rate is not being published in The Wall Street Journal, such comparable rate from a federally insured bank in New York, New York as Creditor may reasonably determine), or (ii) the maximum rate of interest permitted by applicable law, the rate in either case to be calculated daily from and including the due date until payment is made in full.
18. **Entire agreement.** This Guaranty represents the entire rights and obligations of the parties pertaining to the subject matter hereof and supersedes all prior oral or written agreements and understandings pertaining hereto.
19. **No waiver, remedies.** No failure or delay on the part of Creditor in exercising any right, power or privilege under this Guaranty and no course of dealing between Guarantor or Creditor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Guaranty preclude any other or further exercise thereof or any other right, power or privilege. The rights, powers or remedies in this Guaranty are cumulative and not exclusive of any rights, powers or remedies which Creditor would otherwise have.
20. **Additional information.** Guarantor covenants and agrees that, so long as any part of the Guaranteed Obligations shall remain unpaid or any of the Agreements remain in effect, Guarantor will furnish to Creditor information regarding the financial condition of Guarantor as Creditor may from time to time reasonably request.
21. **Further assurances.** Guarantor agrees to promptly execute and deliver to Creditor, whenever and as often as reasonably requested to do so by Creditor, any further instruments of further assurances and consents as Creditor may deem necessary to confirm the continuing nature and extent of this Guaranty.
22. **Amendments.** No amendment or waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by (i) in the case of an amendment, by Guarantor and Creditor, and (ii) in the case of a waiver or consent, by Creditor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. **Severability.** If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty will continue in full force and effect as if such invalid or unenforceable provision were omitted. If this Guaranty is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not apply to any of the representations and warranties provided in Section 8, which is deemed to be a separate and independent legal, valid, binding and enforceable agreement between Guarantor and Creditor and will continue in full force. Creditor is entitled to proceed with any remedy available to it as a result of Guarantor's breach of any of the representations and warranties provided in Section 8.
24. **Notices.** All notices and other communications hereunder (1) shall be in writing and shall be addressed to the parties at their respective addresses set forth below or at such other address for a party as shall be designated in a written notice by such party to the other party and (2) will be deemed to have been received when delivered personally or by overnight courier, or when received if sent by mail, registered or certified, postage prepaid and return receipt requested:

**If to Guarantor, to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**If to Creditor, to:**

GAS TRANSMISSION NORTHWEST LLC  
c/o TransCanada Corporation  
450 – 1<sup>st</sup> Street SW  
Calgary, Alberta  
Canada T2P 5H1

Attention: Director, Counterparty Risk

25. **Assignment.** Guarantor may not assign its obligations under this Guaranty in part or in whole without the prior written consent of Creditor, and any purported assignment or delegation without such consent shall be null, void and of no effect. Creditor may assign all or any of its rights under this Guaranty without the consent of Debtor or Guarantor.
26. **Governing law.** This Guaranty is governed by and to be construed according to the laws of the state of New York without giving effect to any choice or conflict of law rules or provisions that would require the application of the laws of another jurisdiction. Guarantor irrevocably consents to the nonexclusive jurisdiction of

the courts of the State of Texas and the United States District Court, in each case, located in Houston, Texas, for the purposes of any action or proceeding arising out of or related to this Guaranty. Guarantor agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives, to the fullest extent permitted by law, any claim of inconvenient forum or other objection which it may now or hereafter have to the laying of venue in any such court. Guarantor also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Guarantor at the address specified by it pursuant to this Guaranty. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect Creditor's right to serve legal process in any other manner permitted by law or its right to bring any action or proceeding against Guarantor or its property in the courts of other jurisdictions.

27. **Headings and section references.** The headings contained in this Guaranty are for reference purposes only and shall not affect the meaning or interpretation of this Guaranty. Unless the context indicates otherwise, all references in this Guaranty to sections shall refer to the corresponding section of this Guaranty.
28. **Facsimile signature, counterparts.** A signature delivered by facsimile by any reliable electronic transmission shall be deemed to be an original signature for purposes of the Guaranty and shall be binding upon Guarantor as an original signature. Notwithstanding that Guarantor may deliver a signature by facsimile, Guarantor covenants to deliver an originally executed counterpart of this Guaranty to Creditor within a reasonable period of time after executing the Guaranty. This Guaranty may be executed in counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, Guarantor has signed and delivered this Guaranty to be effective as of the date first-above written.

**[Insert Guarantor Name]**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_

EXHIBIT D

TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

FORM OF LETTER OF CREDIT

[LETTER OF CREDIT ISSUER – “Bank”]  
[NOTE - BANK LETTERHEAD]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.]

[NOTE — INSERT DATE]

FROM:

[NOTE — INSERT NAME OF BANK]  
[NOTE — INSERT BANK’S ADDRESS]

TO:

GAS TRANSMISSION NORTHWEST LLC  
C/O TRANSCANADA CORPORATION  
450 - 1ST STREET SW  
CALGARY, ALBERTA  
T2P 5H1

ATTENTION: DIRECTOR, COUNTERPARTY RISK  
FACSIMILE: (403) 920-2359  
ELECTRONIC MAIL: COUNTERPARTY\_RISK@TRANSCANADA.COM

(THE “BENEFICIARY’S ADDRESS”)

APPLICANT:

[NOTE — INSERT NAME OF APPLICANT]  
[NOTE — INSERT APPLICANT’S ADDRESS]

[NOTE — INSERT NAME OF BANK] (THE “BANK”), HEREBY ISSUES THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.] (THE “LETTER OF CREDIT”) IN THE AGGREGATE AMOUNT NOT EXCEEDING US\$[ ], IN SUPPORT OF THE OBLIGATIONS OF [NOTE — INSERT NAME OF COUNTERPARTY] (THE “COUNTERPARTY”) TO GAS TRANSMISSION NORTHWEST LLC (THE “BENEFICIARY”) PURSUANT TO, AS APPLICABLE, THE PRECEDENT AGREEMENT BETWEEN COUNTERPARTY AND BENEFICIARY DATED [NOTE – INSERT DATE] (THE “PRECEDENT AGREEMENT”), OR RATE SCHEDULE FTS-1 SERVICE AGREEMENT (“SERVICE AGREEMENT”) BETWEEN COUNTERPARTY AND BENEFICIARY, PROVIDED THAT THE SERVICE AGREEMENT BECOMES EFFECTIVE FOLLOWING THE EXPIRATION OF THE PRECEDENT AGREEMENT.

THIS LETTER OF CREDIT WILL EXPIRE AT THE CLOSE OF OUR BUSINESS ON [NOTE – INSERT DATE] (“EXPIRATION DATE”). IN THE EVENT BENEFICIARY IS

NOT IN RECEIPT OF CREDIT SUPPORT (AS DEFINED IN THE PRECEDENT AGREEMENT OR SERVICE AGREEMENT, AS APPLICABLE) ACCEPTABLE TO BENEFICIARY AT LEAST TWENTY-FIVE (25) DAYS PRIOR TO THE EXPIRATION DATE, BENEFICIARY MAY DRAW UPON THIS LETTER OF CREDIT AS OUTLINED BELOW.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY ON OR BEFORE THE EXPIRATION DATE ON PRESENTATION BY THE BENEFICIARY OF A REQUEST IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "1" (THE "DRAWDOWN DOCUMENT"), DURING BUSINESS HOURS ON ANY DAY ON WHICH THE BANK IS OPEN FOR BUSINESS IN [NOTE — INSERT CITY AND PROVINCE/STATE IN WHICH DRAWING MUST TAKE PLACE] AT [NOTE — INSERT BANK'S ADDRESS, INCLUDING MAIL ADDRESS, COURIER ADDRESS AND FACSIMILE NUMBER] (THE "BANK'S ADDRESS").

THE BANK HEREBY UNDERTAKES TO HONOUR THE DRAWDOWN DOCUMENT WITHIN FIVE (5) BUSINESS DAYS OF PRESENTMENT, IF IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AT THE BANK'S ADDRESS, WITHOUT INQUIRING WHETHER THE BENEFICIARY HAS A RIGHT, AS BETWEEN THE BENEFICIARY AND THE COUNTERPARTY, TO MAKE SUCH REQUEST AND WITHOUT RECOGNIZING ANY CLAIMS OF THE COUNTERPARTY. PRESENTATION OF THE DRAWDOWN DOCUMENT VIA FACSIMILE, ELECTRONIC MAIL, REGISTERED MAIL, COURIER OR IN PERSON SHALL BE PERMITTED HEREUNDER.

ANY NUMBER OF PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL CHAMBER OF COMMERCE'S INTERNATIONAL STANDBY PRACTICES ("ISP 98") EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP 98, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN.

THIS LETTER OF CREDIT IS GOVERNED BY AND TO BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW RULES OR PROVISIONS THEREOF WHICH MAY DIRECT THE APPLICATION OF THE LAWS OR RULES OF ANOTHER JURISDICTION, AS TO MATTERS WHICH ARE NOT GOVERNED BY THE ISP 98. THE PARTIES HEREBY IRREVOCABLY AGREE TO ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK.

A FACSIMILE, ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION OF THIS LETTER OF CREDIT SHALL SERVE AS AN OPERATIVE INSTRUMENT UNTIL RECEIPT BY THE BENEFICIARY OF THE ORIGINAL LETTER OF CREDIT.



NOTICES CONCERNING THIS LETTER OF CREDIT MAY BE SENT TO A PARTY BY COURIER, CERTIFIED MAIL, REGISTERED MAIL, FACSIMILE, ELECTRONIC TRANSMISSION, ELECTRONIC MAIL OR SIMILAR COMMUNICATIONS FACILITY, TO ITS RESPECTIVE ADDRESS SET FORTH HEREIN AND IS DEEMED TO HAVE BEEN RECEIVED BY THE PARTY TO WHOM IT IS SENT AT THE TIME OF ITS DELIVERY IF PERSONALLY DELIVERED, OR ON THE BUSINESS DAY FOLLOWING ITS RECEIPT IF MAILED BY COURIER, CERTIFIED MAIL OR REGISTERED MAIL, OR ON THE BUSINESS DAY FOLLOWING ITS SUCCESSFUL TRANSMITTAL IF SENT BY FACSIMILE, ELECTRONIC TRANSMISSION OR ELECTRONIC MAIL.

THE BENEFICIARY MAY MAKE INQUIRIES REGARDING THIS LETTER OF CREDIT BY WAY OF WRITING ADDRESSED TO THE BANK'S ADDRESS, OR BY TELEPHONE AT [NOTE — INSERT BANK'S TELEPHONE NO.], OR BY ELECTRONIC MAIL AT [NOTE — INSERT BANK'S E-MAIL ADDRESS].

[NOTE — INSERT NAME OF BANK]

PER: \_\_\_\_\_  
NAME:  
TITLE:

**EXHIBIT "1"**

REFERENCE IS MADE TO THE IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.] (THE "LETTER OF CREDIT") OF [NOTE — INSERT NAME OF BANK] (THE "BANK") DATED [NOTE — INSERT ORIGINAL DATE OF LETTER OF CREDIT] AS IT MAYBE AMENDED, IN SUPPORT OF THE OBLIGATIONS OF [NOTE — INSERT NAME OF COUNTERPARTY] (THE "COUNTERPARTY") TO GAS TRANSMISSION NORTHWEST LLC (THE "BENEFICIARY"). THE BENEFICIARY HEREBY CERTIFIES TO THE BANK THAT BECAUSE THE COUNTERPARTY HAS FAILED TO PAY THE BENEFICIARY OR PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE AGREEMENTS BETWEEN THE BENEFICIARY AND THE COUNTERPARTY, OR THAT THE COUNTERPARTY HAS NOT PROVIDED CREDIT SUPPORT ACCEPTABLE TO THE BENEFICIARY AT LEAST TWENTY FIVE (25) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE LETTER OF CREDIT), THE BENEFICIARY IS DRAWING UPON THE LETTER OF CREDIT IN AN AMOUNT EQUAL TO US\$[ ].

BENEFICIARY DIRECTS THE PAYMENT OF SUCH AMOUNT TO BE MADE BY TRANSFERRING TO BENEFICIARY'S ACCOUNT NO. [NOTE — INSERT ACCOUNT NUMBER] [NOTE — INSERT BENEFICIARY'S WIRING INSTRUCTIONS], IN IMMEDIATELY AVAILABLE FUNDS FOR THE AMOUNT SPECIFIED ABOVE.

DATED AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**GAS TRANSMISSION NORTHWEST LLC**

PER: \_\_\_\_\_  
NAME:  
TITLE:

**Appendix B**  
***Gas Transmission Northwest LLC***  
***FERC Gas Tariff, Fourth Revised Volume No. 1-A***  
**Marked Tariff**

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
1 – TABLE OF CONTENTS	v.9.0.0
4.10 – Statement of Rates, Non-Conforming Agreements	v.4.0.0
9 – NON-CONFORMING AGREEMENTS WITH NEGOTIATED RATES	v.0.0.0

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

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

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



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

NON-CONFORMING AGREEMENTS WITH NEGOTIATED RATES

**Appendix C**  
***Gas Transmission Northwest LLC***  
**Marked Agreements**

- 1) Portland General Electric Company  
Rate Schedule FTS-1 Service Agreement (#17293)

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and Portland General Electric Company, a corporation existing under the laws of the State of Oregon, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates a natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of TransCanada PipeLines Limited B.C. System at the International Boundary near Kingsgate, British Columbia, through the states of Idaho, Washington and Oregon to a point of interconnection with Pacific Gas and Electric Company at the Oregon-California border near Malin, Oregon; and

WHEREAS, Shipper desires GTN, on a firm basis, to transport certain quantities of natural gas on GTN's Carty lateral from Ione station, in Boardman, Oregon to Shipper's Carty Generating Station ("Project") ~~for ultimate delivery to \_\_\_\_\_ (specify end user, local distribution company, intrastate or interstate pipeline) on behalf of \_\_\_\_\_ (specify local distribution company or intrastate pipeline); and~~

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

NOW, THEREFORE, the parties agree as follows:

I  
Governmental Authority

- 1.1 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.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.
- 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.

## II

### Quantity of Gas and Priority of Service

- 2.1 Subject to the terms and provisions of this Agreement and GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1, daily receipts of gas by GTN from Shipper at the point(s) of receipt shall be equal to daily deliveries of gas by GTN to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to GTN an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in the Statement of Effective Rates and Charges applicable to Rate Schedule FTS-1. Any limitations of the quantities to be received from each point of receipt and/or delivered to each point of delivery shall be as specified on Exhibit A attached hereto.
- 2.2 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.
- 2.3 In providing service to its existing or new customers, GTN will use the priorities of service specified in Section 6.19 of GTN's Transportation General Terms and Conditions on file with the FERC.
- 2.4 Prior to initiation of service, Shipper shall provide GTN with any information required by the FERC as well as all information identified in GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1.

## III

### Term of Agreement

- 3.1 This Agreement shall become effective on the In-Service Date of the Carty Lateral Project as defined in the Precedent Agreement for Firm Natural Gas Transportation Service executed by and between GTN and Shipper on July \_\_, 2012, and shall continue in full force and effect until the expiry of the initial thirty (30) year term commencing on the In-Service Date. If the In-Service Date commences on a day other than the 1<sup>st</sup> day of a calendar month then the term shall extend through the end of the 360<sup>th</sup> full calendar month of service. Thereafter, this Agreement shall continue in full force and effect for an additional term of three (3) years, and successive three (3) year terms, thereafter, until and unless Shipper gives at least twenty-four (24) months prior written notice of its desire to terminate this Agreement.

~~Under this evergreen provision, parties capable of giving notice of termination may include on Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).~~

#### IV Points of Receipt and Delivery

- 4.1 The point(s) of receipt of gas deliveries to GTN is as designated in Exhibit A, attached hereto.
- 4.2 The point(s) of delivery of gas to Shipper is as designated in Exhibit A, attached hereto.
- 4.3 Shipper shall deliver or cause to be delivered to GTN the gas to be transported hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt. GTN shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in GTN's system at the point(s) of delivery. GTN and Shipper may agree to minimum or maximum receipt or delivery pressure commitments as designated in Exhibit A, attached hereto.

#### V Operating Procedure

- 5.1 Shipper shall conform to the operating procedures set forth in GTN's Transportation General Terms and Conditions.
- 5.2 Nothing in Section 5.1 shall compel GTN to transport gas pursuant to Shipper's request on any given day. GTN shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to GTN's Transportation General Terms and Conditions applicable to Rate schedule FTS-1.

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

- 6.1 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. In the event GTN and Shipper agree on a discounted or Negotiated Rate, that rate, and any provisions governing such rate, shall be set forth in Exhibit B attached hereto.
- 6.2 Shipper shall compensate GTN each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC; provided, however, that nothing in the foregoing is

meant to or shall be deemed to require Shipper to compensate GTN for costs for which Shipper has compensated GTN under Section 2.1 of this Agreement.

- 6.3 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.
- 6.4 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

## VII Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of California.
- 7.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto.
- 7.3 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.
- 7.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

"GTN"                   GAS TRANSMISSION NORTHWEST LLC  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Attention: Commercial Services

"Shipper"               PORTLAND GENERAL ELECTRIC COMPANY

121 SW Salmon Street  
3WTC306  
Portland, Oregon 97204  
Attention: Manager, Fuels

With copies of notices, other than routine communications, to:

PORTLAND GENERAL ELECTRIC COMPANY  
121 SW Salmon Street  
1WTC1301  
Portland, Oregon 97204  
Attention: Office of General Counsel

- 7.5 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.
- 7.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.7 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.
- 7.7 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by a permanent transportation authority.
- ~~7.9 Exhibit(s) \_\_\_\_\_ attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.~~

## VIII Other Provisions

### 8.1 Creditworthiness

- (a) During the term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with the standards set forth in Section 8.1(b), and upon notification from Company, provide and maintain Credit Support, as defined in Section 8.1(c) below, as required by GTN pursuant to Section 8.1(c).
- (b) Shipper will be deemed creditworthy if (i) its unenhanced senior unsecured debt securities are rated at least BBB by Standard & Poor's Financial Services LLC ("S&P") or at least Baa2 by Moody's Investors Service, Inc. ("Moody's"), and (ii) the contractual obligation



derived from the sum of reservation charges for the contract term, on a net present value basis, is no greater than 10% of Shipper's Tangible Net Worth. In the event Shipper is rated by both S&P and Moody's, the lower rating applies. If Shipper currently has service agreements with GTN, the total of the potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then GTN may evaluate creditworthiness based upon the level of Shipper's current and requested service with GTN relative to Shipper's current and future ability to meet its obligations. Such credit evaluation shall be based upon GTN's evaluation of any or all of the following information:

(A) S&P, Moody's, and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.

(B) Financial reports whereby consistent financial statement analysis will be applied by GTN to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(C) Whether Shipper is operating under any chapter of the bankruptcy laws and is subject to liquidation or debt reduction procedures under state laws, and whether there is pending any petition for involuntary bankruptcy. Company may give consideration for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act if GTN is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

(D) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(E) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of GTN's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(F) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

(c) As used herein, “Credit Support” means, (i) a guaranty of Shipper’s obligations, for an amount no greater than the net present value of reservation charges under this Agreement from an entity that meets the credit standards set forth above (“Guarantor”), substantially in the form attached hereto as Exhibit C. Where the Guarantor is not an entity formed in the United States, the guaranty may not be substantially in the form attached hereto as Exhibit C but shall be in a form acceptable to GTN, in its sole discretion; or (ii) one of the following collateral options: (A) an irrevocable standby letter of credit for an amount up to Shipper’s then Proportionate Share of Project Costs, in substantially the form attached hereto as Exhibit D and issued by a bank or financial institution with an unenhanced senior unsecured debt rating of at least “A” by S&P and “A2” by Moody’s; or (B) a cash security deposit delivered to GTN, in an amount up to Shipper’s then Proportionate Share of Project Costs; or (C) any other financial assurance mutually agreed upon by GTN and Shipper. If at any time GTN or Shipper are in dispute as to whether Shipper or its proposed guarantor is creditworthy, then until such time as such dispute is resolved, Shipper shall be required to provide the Credit Support contemplated in clause (A) or (B) of this Section 8.1(c) (which shall be subject to immediate release in the event that the parties mutually agree or it is determined by GTN that Shipper or its proposed guarantor is creditworthy). In the event Shipper provides any of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral will be reduced over time in proportion to the term of this Agreement, but in no event reduced to less than three (3) months reservation charges. Furthermore, with respect to the cash security deposit option, GTN will accrue and pay interest at the applicable monthly “Federal Funds (effective)” rate published in the Federal Reserve Statistical Report H.15. Such interest shall be paid by GTN on an annual basis each September 1 or at the time Shipper’s deposit is returned.

The term “Proportionate Share” for Shipper shall be an amount equal to the ratio of Shipper’s requested capacity pursuant to this Agreement to the total certificated capacity for the Project. The term “Project Costs” shall be the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by GTN, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably incurred by GTN in connection with the Project.

(d) Shipper shall maintain its creditworthiness for purposes of this Agreement, either directly or through provision of Credit Support, for the term of this Agreement. GTN shall have the right to review Shipper’s or its Guarantor’s creditworthiness, in accordance with Section 8.1(b) above, on an ongoing basis and Shipper or its Guarantor shall provide, upon GTN’s reasonable request, any requested information in order for GTN to determine the continuing creditworthiness of Shipper or its Guarantor. GTN and Shipper agree that the failure of Shipper or its Guarantor to maintain creditworthiness or supply or maintain Credit Support shall not: (i) relieve Shipper of its other obligations under this Agreement; or (ii) prejudice GTN’s right to seek performance under this Agreement. If Credit Support is provided pursuant to Section 8.1 and Shipper or its Guarantor, as applicable, is later determined by

GTN to be creditworthy in accordance with the standards set forth in Section 8.1(b) and such Credit Support is not required, GTN shall return to Shipper or its Guarantor, as applicable whatever form of such Credit Support it then holds to secure Shipper's obligations hereunder.

- (e) Shipper acknowledges that this Agreement is a contract under which GTN will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, or any of its affiliates, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, and if GTN does not terminate this Agreement as a result of such filing, GTN may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, additional financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (f) The creditworthiness requirements of this Section 8.1 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent release, in whole or part, of this Agreement

## 8.2 Termination

- (a) GTN may terminate this Agreement upon written notice to Shipper in the event that:
  - (i) Shipper or any Guarantor of its obligations fails to provide Credit Support or replacement Credit Support within thirty (30) days of notice by GTN to Shipper; or
  - (ii) A petition is filed, by or against Shipper, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, and if filed against Shipper, or any Guarantor of Shipper's obligation, is not dismissed within sixty (60) days; or
  - (iii) Within thirty (30) days of notice by GTN to Shipper, Shipper fails to pay when due any sum for which it is obligated under this Service Agreement, or Shipper fails to comply with any other obligation under this Agreement, Rate Schedule FTS-1 or Company's FERC Gas Tariff.
- (b) In the event of termination under Sections 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii), Shipper shall be liable for and shall pay GTN an amount equal to the remaining reservation charges under this Agreement.
- (c) Any termination pursuant to Sections 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii) shall be effective upon Shipper's receipt of GTN's termination notice. Any termination notice from GTN shall be in writing, shall be delivered to Shipper in accordance with GTN's FERC Gas Tariff, and

shall specify whether termination is pursuant to Section 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii). Shipper agrees that the remaining reservation charges shall be due and owing to GTN upon Shipper's receipt of GTN's termination notice and paid to GTN within thirty (30) days of such receipt.

- (d) In the event that GTN terminates pursuant to Section 8.2(a)(i), 8.2(a)(ii) or 8.2(a)(iii), GTN shall, upon receipt of payment from Shipper of all obligations due to GTN, return all Credit Support provided hereunder.

### 8.3 Exhibits

The following Exhibits are attached hereto and expressly made part of this Agreement:

Exhibit A: Delivery Point, Receipt Point and MDQ

Exhibit B: Negotiated Rate

Exhibit C: Form of Guaranty

Exhibit D: Form of Letter of Credit

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: \_\_\_\_\_

EXHIBIT A  
 TO THE FIRM TRANSPORTATION SERVICE AGREEMENT  
 Dated \_\_\_\_\_

Between

GAS TRANSMISSION NORTHWEST LLC

and

PORTLAND GENERAL ELECTRIC COMPANY

Receipt Point	Delivery Point	Maximum Daily Quantity (Delivered) MMBtu/d	<b><u>Pressure Commitments (if applicable)</u></b>	
			Receipt Point Min / Max (Psig)	Delivery Point Min / Max (Psig)
Carty Lateral	Carty Generating Station	175,000	____/____	____/____
_____	_____	_____	____/____	____/____
_____	_____	_____	____/____	____/____
_____	_____	_____	____/____	____/____

(Add additional lines as needed)

EXHIBIT B  
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

NEGOTIATED RATE

## NEGOTIATED RATE

Shipper's negotiated rate for transportation on the Project shall include all of the following components:

### 1. Negotiated Reservation Rate

The estimated Negotiated Reservation Rates shall be as defined in Table 1 attached hereto. This estimated Negotiated Reservation Rate structure was developed using an estimated Project cost of \$54,347,840 and a 13.74% Pre-Tax Cost of Capital. The Negotiated Reservation Rate structure in Table 1 shall be adjusted in the manner described below to reflect (a) the total cost of the construction of the Project.

Within a period ending six months after the In-Service Date of the Project, Company shall furnish Shipper (a) a detailed schedule showing the total cost of constructing the Project, and (b) a revised Table 1 reflecting any adjustment to the estimated Negotiated Reservation Rate resulting from any change to the estimated Project cost of \$54,347,840. The detailed schedule provided to Shipper in accordance with Paragraph 1(a) above shall be consistent with Company's FERC filing made pursuant to 18 C.F.R. Part 157.20(c)(3). The adjusted rates in the revised Table 1 will be effective on the first day of the calendar month following the submission of the schedule and Table 1 to Shipper.

The adjusted rates in revised Table 1 shall be the Negotiated Reservation Rate in effect throughout the remainder of the Initial Term of the Service Agreement. No application of an Incremental Fee or Other Charge pursuant to Paragraphs 2 and 3 below shall, in any manner, affect the Negotiated Reservation Rates derived through the adjustment procedure described in this Paragraph 1.

### 2. Incremental Fees

An Incremental Fee may be assessed, as necessary, to recover costs outlined in (a) and (b) of this section as allowed by FERC: (1) in a Natural Gas Act Section 4 suspension order that accepts filed rates subject to refund; or (2) a Commission order in a Natural Gas Act Section 5 rate proceeding:

- (a) New or revised requirements, regulations or legislation addressing (i) environmental mandated changes, (ii) compliance with Environmental Protection Agency mandated use of best available control technology for emissions, (iii) FERC mandated generic pipeline initiatives implemented on an industry-wide basis, and (iv) additional pipeline safety requirements issued by the US Department of Transportation Pipeline and Hazardous Materials Safety Administration as a result of either new legislative or administrative regulations

or mandates that alter existing pipeline safety requirements or impose new mandates for new activities; and

(b) Maintenance capital expenditures.

The annual cost-of-service effect of the Capital Expenditures incurred as a result of Paragraphs 2(a) and (b) above shall utilize a Depreciation expense defined as (1/Remaining Contract Term) multiplied by the Capital Expenditure. For Capital Expenditures occurring beyond the initial term, the "Remaining Contract Term" component of Depreciation Expense will be matched to the remaining term of Shipper's contract extension unless Shipper and Company mutually agree to a different "Remaining Contract Term".

3. Negative Salvage Rate

If a negative salvage rate applicable to the Project is approved or established in a FERC proceeding or settlement approved by the FERC, the FERC approved rate for such shall apply to the Project and the annual impact of such shall be assessed by Company annually throughout the Initial Term of the Service Agreement on the yearly anniversary of the effective date of the negative salvage rate applicable to the Project.

4. Other Charges

Company's maximum Delivery Charge, ACA, and as applicable, fuel, compressor usage and all other applicable surcharges, all in accordance with the Tariff.



Table 1

Service Year	Exhibit B Reservation Rate (\$/Dth/day)
Twelve (12) Months Commencing on In-Service Date	\$0.170331
2nd Year	\$0.164633
3rd Year	\$0.158192
4th Year	\$0.152152
5th Year	\$0.146502
6th Year	\$0.141197
7th Year	\$0.136120
8th Year	\$0.131101
9th Year	\$0.126067
10th Year	\$0.121017
11th Year	\$0.115952
12th Year	\$0.110869
13th Year	\$0.105768
14th Year	\$0.100650
15th Year	\$0.095511
16th Year	\$0.091201
17th Year	\$0.088378
18th Year	\$0.086198
19th Year	\$0.084014
20th Year	\$0.081826
21st Year	\$0.079633
22nd Year	\$0.077435
23rd Year	\$0.075232
24th Year	\$0.073023
25th Year	\$0.070808
26th Year	\$0.068588
27th Year	\$0.066361
28th Year	\$0.064127
29th Year	\$0.061885
30th Year (and each subsequent year if the term of the Service Agreement is extended)	\$0.059636

EXHIBIT C

TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

FORM OF GUARANTY

## GUARANTY

This Guaranty dated \_\_\_\_\_, 20\_\_\_\_, is made by \_\_\_\_\_, a \_\_\_\_\_ (“Guarantor”), in favor of Gas Transmission Northwest, LLC, a Delaware limited liability company (“Creditor”).

### WITNESSETH:

WHEREAS, Creditor and \_\_\_\_\_, a \_\_\_\_\_ (“Debtor”), have entered into, or may hereafter enter into in the future, certain contracts, agreements or arrangements, including, but in no way limited to, contracts, agreements or arrangements involving the transportation, gathering, processing, treating, parking, lending, sale, purchase, pooling, aggregating, balancing or storage of natural gas or natural gas liquids or for products or services similar or related thereto (such contracts, agreements and arrangements, whether now existing or hereafter entered into between Debtor and Creditor, are individually referred to as an “Agreement” and collectively referred to as the “Agreements”); and

WHEREAS, to induce Creditor to extend or to continue to extend credit to Debtor, Guarantor has agreed to provide this Guaranty to Creditor;

NOW, THEREFORE, Guarantor agrees with Creditor as follows:

1. Guaranty. Guarantor unconditionally, absolutely and irrevocably guarantees to Creditor and its successors and assigns the full and prompt payment when due of all debts, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, secured or unsecured, primary or secondary, at any time owing by Debtor to Creditor or remaining unpaid by Debtor to Creditor incurred under, or arising out of, the Agreements, including any amounts for interest, costs, expenses, penalties and damages, as further set forth herein (all such debts, obligations and liabilities are collectively referred to as the “Guaranteed Obligations”). Guarantor shall pay interest on any amounts due under this Guaranty as set forth in Section 17. Guarantor shall pay any and all out-of-pocket costs, including reasonable legal fees and expenses, and other expenses incurred by Creditor in enforcing Guarantor’s obligations under this Guaranty; provided that Guarantor shall not be liable for such expenses of Creditor if Creditor is not successful in such enforcement action. This is a guaranty of payment and not of collection. This Guaranty is in addition to, and does not limit, any other guaranty of Guarantor. Nothing herein shall be construed as an obligation on the part of Creditor to extend credit to Debtor or to continue to extend credit to Debtor.
2. Liability as principal debtor. Creditor may recover from Guarantor as a principal debtor any Guaranteed Obligations that Creditor may not recover from Guarantor as guarantor under Section 1, and Guarantor agrees to pay all such Guaranteed Obligations to Creditor as principal debtor. The provisions of this

Guaranty shall apply generally with the necessary changes as to the points of detail to the liability of Guarantor as principal debtor hereunder.

3. **Guaranty absolute.** The liability of Guarantor is absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, impaired, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation:
- a) any action or inaction by Creditor as contemplated in Section 4;
  - b) any change in the structure or ownership of Debtor, Guarantor or Creditor or any other change in the relationship between Debtor and Guarantor;
  - c) any change in the financial condition of Debtor, Guarantor or Creditor;
  - d) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Debtor or its assets or any resulting release, stay or discharge of any Guaranteed Obligations;
  - e) any event or occurrence beyond the reasonable control of any party (other than any such event or occurrence that relieves Debtor of liability for the performance of any Guaranteed Obligation under any Agreement) or act of government in relation to, or directly or indirectly affecting, any Agreement, any Guaranteed Obligations, Debtor, Guarantor or Creditor; or
  - f) any other law, regulation or other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor or Guarantor in respect of any of the Guaranteed Obligations.
4. **No release.** The liability of Guarantor is not released, discharged, limited or in any way affected by anything Creditor does, suffers or permits in connection with any duties or liabilities of Debtor to Creditor or any security for those duties or liabilities, including without limitation any loss of or in respect of any security received by Creditor from Debtor or others. Creditor may, at any time and from time to time, without the consent of or notice to Guarantor, and without impairing, releasing, discharging, limiting or otherwise affecting in whole or in part the obligations of Guarantor hereunder:
- a) change the manner, place or terms of payment of, and/or exchange or extend the time of payment of, renew, amend or alter, any of the Guaranteed Obligations;
  - b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any assets securing the Guaranteed Obligations;

- c) exercise or refrain from exercising any rights against Debtor or others or otherwise act or refrain from acting;
  - d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof;
  - e) apply any sums, regardless of how realized, to any liability owing by Debtor to Creditor under or pursuant to the Agreements;
  - f) consent to or waive any breach of, or any act, omission or default under any Agreement or otherwise amend, modify or supplement any Agreement;
  - g) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of any right against Debtor of the type described in Section 12 to recover any payments made pursuant to this Guaranty; and
  - h) release Debtor or any other party liable in any manner for payment of any or all of the Guaranteed Obligations.
5. No exhaustion of remedies. Creditor is not bound or obliged to exhaust its recourse against Debtor or any other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from Guarantor.
6. No set-off or counterclaim. Payments under this Guaranty shall be made without set-off or counterclaim whatsoever and free of any deductions or withholdings.
7. Continuing guaranty. This Guaranty is a continuing guaranty and is binding as a continuing obligation of Guarantor. This Guaranty shall apply to any ultimate balance due or remaining due to Creditor, and Guarantor shall continue to be bound, despite the payment from time to time during the term of this Guaranty of the whole or any part of the Guaranteed Obligations owed by Debtor to Creditor. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of any of the Guaranteed Obligations is rendered unenforceable or is rescinded or must otherwise be returned by Creditor upon the occurrence of any action or event, including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of Debtor or Guarantor, all as though such payment had not been made.
8. Representations and warranties. Guarantor represents and warrants to Creditor that:
- a) Guarantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and (ii) has the power and authority to own its property and assets, to transact the

business in which it is engaged and to enter into and perform its obligations under this Guaranty;

- b) the execution, delivery, observance and performance of this Guaranty by Guarantor do not and will not conflict with or result in a breach of the articles, certificate, by-laws, or other organizational or formation documents of Guarantor, or of the terms or provisions of any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which Guarantor is a party or by which Guarantor or its assets are bound or to which Guarantor or its assets are subject, or constitute a default under any of them;
- c) this Guaranty has been duly authorized, executed and delivered by Guarantor;
- d) this Guaranty constitutes a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms; and
- e) this Guaranty reasonably may be expected to benefit Guarantor, either directly or indirectly.

9. **Demand for payment.** Guarantor shall pay, within five (5) business days (as determined in the location where payment is to be made) after demand by Creditor and in immediately available funds, all Guaranteed Obligations due under the Agreements. Guarantor shall make all such payments in accordance with the instructions set forth in such demand. There are no other requirements of notice, presentment or demand that are required to be made under this Guaranty.
10. **Stay of acceleration.** If acceleration of the time for payment of any amount payable by Debtor in respect of the Guaranteed Obligations is stayed on the insolvency, bankruptcy, arrangement or reorganization of Debtor or on any moratorium affecting the payment of the Guaranteed Obligations, Guarantor shall nonetheless pay immediately on demand all amounts that would otherwise be subject to acceleration.
11. **Termination.** This Guaranty is a continuing guaranty effective from and after the date hereof; however, Guarantor may terminate its liability under this Guaranty with respect to Guaranteed Obligations incurred under or arising from any Agreement entered into on or after the Effective Date (as defined below) by providing written notice of such termination to Creditor in accordance with Section 24. Guarantor's notice of termination will become effective on the thirtieth (30<sup>th</sup>) day (the "Effective Date") after receipt of the notice by Creditor. From and after the Effective Date, Guarantor will not be liable pursuant to this Guaranty for any debts, obligations or liabilities incurred under or arising out of any Agreement entered into by Debtor on or after the Effective Date; **PROVIDED, HOWEVER, Guarantor will continue to remain liable for any and all Guaranteed Obligations under Agreements entered into by Debtor**

prior to the Effective Date, whether such Guaranteed Obligations arose prior to, on or after the Effective Date. In addition, the termination of this Guaranty shall not affect Guarantor's liability for interest accruing as set forth in Section 17 on all Guaranteed Obligations for which Guarantor remains liable and shall not affect Guarantor's liability for legal fees, costs and other expenses incurred by Creditor in collecting such Guaranteed Obligations.

12. Subordination and subrogation. If and to the extent that Guarantor makes any payment to Creditor pursuant to this Guaranty, any claim which Guarantor may have against Debtor by reason thereof shall be subject and subordinate to the prior payment in full of all of the Guaranteed Obligations. Guarantor agrees that it will not exercise any rights that it may now or hereafter acquire against Debtor that arise from the existence, payment, performance or enforcement of the Guaranteed Obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or proceeding, or remedy of any other party against Debtor, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been irrevocably paid, satisfied or discharged in full.
13. Waivers. Guarantor waives diligence, presentment, protest, notice of acceptance of this Guaranty and notice of any liability to which it may apply, notice of dishonor or nonpayment, and any other notice not expressly required by this Guaranty.
14. No merger. Neither an action or proceeding brought under this Guaranty regarding the Guaranteed Obligations nor any judgment or recovery in consequence of that action or proceeding operates as a bar or defense to any further action or proceeding that may be brought under this Guaranty. Any action, proceeding, judgment or recovery does not constitute a merger of any of Creditor's rights or remedies under this Guaranty. Any judgment obtained by Creditor in whole or in part of any of the Guaranteed Obligations under this Guaranty does not constitute a merger of this Guaranty into that judgment.
15. Foreign currency obligations. Guarantor shall make payment under this Guaranty in the legal currency of the United States of America ("US Currency"). If Guarantor makes payment in a currency other than US Currency (whether voluntarily or under an order or judgment of a court or tribunal of any jurisdiction), the payment constitutes a discharge of Guarantor's liability only to the extent of the amount of US Currency that Creditor is able to purchase with the amount of the currency it receives on the date of receipt utilizing Creditor's customary foreign exchange practices as in effect on such date. Guarantor agrees to indemnify and hold harmless Creditor from and against any loss arising out of any currency-related deficiency in payment. This indemnity constitutes a separate and independent obligation giving rise to a separate cause of action. A certificate of an officer of Creditor certifying any deficiency or loss is, in the absence of manifest error, prima facie evidence of that deficiency or loss.

16. **Benefit to Guarantor.** Subject to the terms of Section 25, this Guaranty shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of and be enforceable by Creditor and its successors and assigns and shall apply to Debtor and its successors and assigns.
17. **Interest.** Guarantor shall pay to Creditor interest on the unpaid portion of the Guaranteed Obligations according to the terms of the Agreements. If payment of interest is not provided for in any Agreement, then Guarantor shall pay to Creditor interest on the unpaid portion of the Guaranteed Obligations under such Agreement at an annual rate equal to the lesser of (i) two percent (2%) above the prime rate of interest from time to time published under "Money Rates" in The Wall Street Journal (or if at the time of determination thereof, such rate is not being published in The Wall Street Journal, such comparable rate from a federally insured bank in New York, New York as Creditor may reasonably determine), or (ii) the maximum rate of interest permitted by applicable law, the rate in either case to be calculated daily from and including the due date until payment is made in full.
18. **Entire agreement.** This Guaranty represents the entire rights and obligations of the parties pertaining to the subject matter hereof and supersedes all prior oral or written agreements and understandings pertaining hereto.
19. **No waiver, remedies.** No failure or delay on the part of Creditor in exercising any right, power or privilege under this Guaranty and no course of dealing between Guarantor or Creditor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Guaranty preclude any other or further exercise thereof or any other right, power or privilege. The rights, powers or remedies in this Guaranty are cumulative and not exclusive of any rights, powers or remedies which Creditor would otherwise have.
20. **Additional information.** Guarantor covenants and agrees that, so long as any part of the Guaranteed Obligations shall remain unpaid or any of the Agreements remain in effect, Guarantor will furnish to Creditor information regarding the financial condition of Guarantor as Creditor may from time to time reasonably request.
21. **Further assurances.** Guarantor agrees to promptly execute and deliver to Creditor, whenever and as often as reasonably requested to do so by Creditor, any further instruments of further assurances and consents as Creditor may deem necessary to confirm the continuing nature and extent of this Guaranty.
22. **Amendments.** No amendment or waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by (i) in the case of an amendment, by Guarantor and Creditor, and (ii) in the case of a waiver or consent, by Creditor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.



23. Severability. If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty will continue in full force and effect as if such invalid or unenforceable provision were omitted. If this Guaranty is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not apply to any of the representations and warranties provided in Section 8, which is deemed to be a separate and independent legal, valid, binding and enforceable agreement between Guarantor and Creditor and will continue in full force. Creditor is entitled to proceed with any remedy available to it as a result of Guarantor's breach of any of the representations and warranties provided in Section 8.
24. Notices. All notices and other communications hereunder (1) shall be in writing and shall be addressed to the parties at their respective addresses set forth below or at such other address for a party as shall be designated in a written notice by such party to the other party and (2) will be deemed to have been received when delivered personally or by overnight courier, or when received if sent by mail, registered or certified, postage prepaid and return receipt requested:

**If to Guarantor, to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**If to Creditor, to:**

GAS TRANSMISSION NORTHWEST LLC  
c/o TransCanada Corporation  
450 – 1<sup>st</sup> Street SW  
Calgary, Alberta  
Canada T2P 5H1

Attention: Director, Counterparty Risk

25. Assignment. Guarantor may not assign its obligations under this Guaranty in part or in whole without the prior written consent of Creditor, and any purported assignment or delegation without such consent shall be null, void and of no effect. Creditor may assign all or any of its rights under this Guaranty without the consent of Debtor or Guarantor.
26. Governing law. This Guaranty is governed by and to be construed according to the laws of the state of New York without giving effect to any choice or conflict of law rules or provisions that would require the application of the laws of another jurisdiction. Guarantor irrevocably consents to the nonexclusive jurisdiction of

the courts of the State of Texas and the United States District Court, in each case, located in Houston, Texas, for the purposes of any action or proceeding arising out of or related to this Guaranty. Guarantor agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives, to the fullest extent permitted by law, any claim of inconvenient forum or other objection which it may now or hereafter have to the laying of venue in any such court. Guarantor also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Guarantor at the address specified by it pursuant to this Guaranty. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect Creditor's right to serve legal process in any other manner permitted by law or its right to bring any action or proceeding against Guarantor or its property in the courts of other jurisdictions.

27. Headings and section references. The headings contained in this Guaranty are for reference purposes only and shall not affect the meaning or interpretation of this Guaranty. Unless the context indicates otherwise, all references in this Guaranty to sections shall refer to the corresponding section of this Guaranty.
28. Facsimile signature, counterparts. A signature delivered by facsimile by any reliable electronic transmission shall be deemed to be an original signature for purposes of the Guaranty and shall be binding upon Guarantor as an original signature. Notwithstanding that Guarantor may deliver a signature by facsimile, Guarantor covenants to deliver an originally executed counterpart of this Guaranty to Creditor within a reasonable period of time after executing the Guaranty. This Guaranty may be executed in counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Guarantor has signed and delivered this Guaranty to be effective as of the date first-above written.

[Insert Guarantor Name]

By:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

EXHIBIT D

TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

FORM OF LETTER OF CREDIT

[LETTER OF CREDIT ISSUER – “Bank”]  
[NOTE - BANK LETTERHEAD]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.]

[NOTE — INSERT DATE]

FROM:

[NOTE — INSERT NAME OF BANK]  
[NOTE — INSERT BANK’S ADDRESS]

TO:

GAS TRANSMISSION NORTHWEST LLC  
C/O TRANSCANADA CORPORATION  
450 - 1ST STREET SW  
CALGARY, ALBERTA  
T2P 5H1

ATTENTION: DIRECTOR, COUNTERPARTY RISK  
FACSIMILE: (403) 920-2359  
ELECTRONIC MAIL: COUNTERPARTY\_RISK@TRANSCANADA.COM

(THE “BENEFICIARY’S ADDRESS”)

APPLICANT:

[NOTE — INSERT NAME OF APPLICANT]  
[NOTE — INSERT APPLICANT’S ADDRESS]

[NOTE — INSERT NAME OF BANK] (THE “BANK”), HEREBY ISSUES THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.] (THE “LETTER OF CREDIT”) IN THE AGGREGATE AMOUNT NOT EXCEEDING US\$[ ], IN SUPPORT OF THE OBLIGATIONS OF [NOTE — INSERT NAME OF COUNTERPARTY] (THE “COUNTERPARTY”) TO GAS TRANSMISSION NORTHWEST LLC (THE “BENEFICIARY”) PURSUANT TO, AS APPLICABLE, THE PRECEDENT AGREEMENT BETWEEN COUNTERPARTY AND BENEFICIARY DATED [NOTE – INSERT DATE] (THE “PRECEDENT AGREEMENT”), OR RATE SCHEDULE FTS-1 SERVICE AGREEMENT (“SERVICE AGREEMENT”) BETWEEN COUNTERPARTY AND BENEFICIARY, PROVIDED THAT THE SERVICE AGREEMENT BECOMES EFFECTIVE FOLLOWING THE EXPIRATION OF THE PRECEDENT AGREEMENT.

THIS LETTER OF CREDIT WILL EXPIRE AT THE CLOSE OF OUR BUSINESS ON [NOTE – INSERT DATE] (“EXPIRATION DATE”). IN THE EVENT BENEFICIARY IS

NOT IN RECEIPT OF CREDIT SUPPORT (AS DEFINED IN THE PRECEDENT AGREEMENT OR SERVICE AGREEMENT, AS APPLICABLE) ACCEPTABLE TO BENEFICIARY AT LEAST TWENTY-FIVE (25) DAYS PRIOR TO THE EXPIRATION DATE, BENEFICIARY MAY DRAW UPON THIS LETTER OF CREDIT AS OUTLINED BELOW.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY ON OR BEFORE THE EXPIRATION DATE ON PRESENTATION BY THE BENEFICIARY OF A REQUEST IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "1" (THE "DRAWDOWN DOCUMENT"), DURING BUSINESS HOURS ON ANY DAY ON WHICH THE BANK IS OPEN FOR BUSINESS IN [NOTE --- INSERT CITY AND PROVINCE/STATE IN WHICH DRAWING MUST TAKE PLACE] AT [NOTE --- INSERT BANK'S ADDRESS, INCLUDING MAIL ADDRESS, COURIER ADDRESS AND FACSIMILE NUMBER] (THE "BANK'S ADDRESS").

THE BANK HEREBY UNDERTAKES TO HONOUR THE DRAWDOWN DOCUMENT WITHIN FIVE (5) BUSINESS DAYS OF PRESENTMENT, IF IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AT THE BANK'S ADDRESS, WITHOUT INQUIRING WHETHER THE BENEFICIARY HAS A RIGHT, AS BETWEEN THE BENEFICIARY AND THE COUNTERPARTY, TO MAKE SUCH REQUEST AND WITHOUT RECOGNIZING ANY CLAIMS OF THE COUNTERPARTY. PRESENTATION OF THE DRAWDOWN DOCUMENT VIA FACSIMILE, ELECTRONIC MAIL, REGISTERED MAIL, COURIER OR IN PERSON SHALL BE PERMITTED HEREUNDER.

ANY NUMBER OF PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL CHAMBER OF COMMERCE'S INTERNATIONAL STANDBY PRACTICES ("ISP 98") EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP 98, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN.

THIS LETTER OF CREDIT IS GOVERNED BY AND TO BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW RULES OR PROVISIONS THEREOF WHICH MAY DIRECT THE APPLICATION OF THE LAWS OR RULES OF ANOTHER JURISDICTION, AS TO MATTERS WHICH ARE NOT GOVERNED BY THE ISP 98. THE PARTIES HEREBY IRREVOCABLY AGREE TO ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK.

A FACSIMILE, ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION OF THIS LETTER OF CREDIT SHALL SERVE AS AN OPERATIVE INSTRUMENT UNTIL RECEIPT BY THE BENEFICIARY OF THE ORIGINAL LETTER OF CREDIT.

NOTICES CONCERNING THIS LETTER OF CREDIT MAY BE SENT TO A PARTY BY COURIER, CERTIFIED MAIL, REGISTERED MAIL, FACSIMILE, ELECTRONIC TRANSMISSION, ELECTRONIC MAIL OR SIMILAR COMMUNICATIONS FACILITY, TO ITS RESPECTIVE ADDRESS SET FORTH HEREIN AND IS DEEMED TO HAVE BEEN RECEIVED BY THE PARTY TO WHOM IT IS SENT AT THE TIME OF ITS DELIVERY IF PERSONALLY DELIVERED, OR ON THE BUSINESS DAY FOLLOWING ITS RECEIPT IF MAILED BY COURIER, CERTIFIED MAIL OR REGISTERED MAIL, OR ON THE BUSINESS DAY FOLLOWING ITS SUCCESSFUL TRANSMITTAL IF SENT BY FACSIMILE, ELECTRONIC TRANSMISSION OR ELECTRONIC MAIL.

THE BENEFICIARY MAY MAKE INQUIRIES REGARDING THIS LETTER OF CREDIT BY WAY OF WRITING ADDRESSED TO THE BANK'S ADDRESS, OR BY TELEPHONE AT [NOTE — INSERT BANK'S TELEPHONE NO.], OR BY ELECTRONIC MAIL AT [NOTE — INSERT BANK'S E-MAIL ADDRESS].

[NOTE — INSERT NAME OF BANK]

PER: \_\_\_\_\_

NAME:

TITLE:

**EXHIBIT "1"**

REFERENCE IS MADE TO THE IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NOTE — INSERT NO.] (THE "LETTER OF CREDIT") OF [NOTE — INSERT NAME OF BANK] (THE "BANK") DATED [NOTE — INSERT ORIGINAL DATE OF LETTER OF CREDIT] AS IT MAYBE AMENDED, IN SUPPORT OF THE OBLIGATIONS OF [NOTE — INSERT NAME OF COUNTERPARTY] (THE "COUNTERPARTY") TO GAS TRANSMISSION NORTHWEST LLC (THE "BENEFICIARY"). THE BENEFICIARY HEREBY CERTIFIES TO THE BANK THAT BECAUSE THE COUNTERPARTY HAS FAILED TO PAY THE BENEFICIARY OR PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE AGREEMENTS BETWEEN THE BENEFICIARY AND THE COUNTERPARTY, OR THAT THE COUNTERPARTY HAS NOT PROVIDED CREDIT SUPPORT ACCEPTABLE TO THE BENEFICIARY AT LEAST TWENTY FIVE (25) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE LETTER OF CREDIT), THE BENEFICIARY IS DRAWING UPON THE LETTER OF CREDIT IN AN AMOUNT EQUAL TO US\$1

1.

BENEFICIARY DIRECTS THE PAYMENT OF SUCH AMOUNT TO BE MADE BY TRANSFERRING TO BENEFICIARY'S ACCOUNT NO. [NOTE — INSERT ACCOUNT NUMBER] [NOTE — INSERT BENEFICIARY'S WIRING INSTRUCTIONS], IN IMMEDIATELY AVAILABLE FUNDS FOR THE AMOUNT SPECIFIED ABOVE.

DATED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

**GAS TRANSMISSION NORTHWEST LLC**

PER: \_\_\_\_\_

NAME:

TITLE: