



April 15 2020

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

**Gas Transmission Northwest LLC**  
700 Louisiana Street, Suite 700  
Houston, TX 77002

John A. Roscher  
Director, Rates & Tariffs

**tel** 832.320.5675  
**fax** 832.320.6675  
**email** John\_Roscher@tcenergy.com  
**web** www.tcplus.com/gtn

Re: Gas Transmission Northwest LLC  
Change in FERC Gas Tariff  
Docket No. RP20-\_\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Gas Transmission Northwest LLC (“GTN”) hereby respectfully submits for filing and acceptance various revised tariff sections<sup>2</sup> to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), as more fully described below. GTN respectfully requests that the Commission accept the tariff sections, included herein as Appendix A, to become effective May 15, 2020.

### **Correspondence**

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

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<sup>1</sup> 18 C.F.R. Part 154 (2020).

<sup>2</sup> Specifically, the Title Page, Section 6.24 General Terms & Conditions, Complaint Procedures (“Section 6.24”), Section 6.34 General Terms & Conditions, Electronic Communications (“Section 6.34”), Section 7.1 - Service Agreements, Rate Schedule FTS-1 (“Section 7.1”), Section 7.2 - Service Agreements, Interruptible Rate Schedules (“Section 7.2”), Section 7.3 - Service Agreements, Rate Schedule PAL (“Section 7.3”), Section 7.3.1 - Service Agreements, Rate Schedule PAL – Exhibit A (“Section 7.3.1”), Section 7.4 - Service Agreements Rate Schedule EHS (“Section 7.4”), Section 7.5 - Service Agreements, Rate Schedule LFS-1 (“Section 7.5”), Section 7.7 - Service Agreements, Master Service Agreement – Daily Firm, FTS – 1 (“Section 7.7”).

Eva N. Neufeld \*  
Associate General Counsel  
Gas Transmission Northwest LLC  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5623  
E-mail: eva\_neufeld@tcenergy.com

John A. Roscher  
Director, Rates & Tariffs  
David A. Alonzo \*  
Manager, Tariffs  
Gas Transmission Northwest LLC  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5477  
E-mail: david\_alonzo@tcenergy.com

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

### **Statement of the Nature, Reasons and Basis for Filing**

GTN is proposing to make several housekeeping changes to its Tariff. The proposed changes are more fully described below, and are included herein as Appendix A.

#### *Contact Changes*

GTN is updating the title page of its tariff with the appropriate contact for tariff-related communications. In addition, GTN is updating Sections 6.24, 6.34, 7.1, 7.2, 7.3, 7.3.1, 7.4, 7.5, and 7.7 of its Tariff to reflect a change to the name of the department within GTN's organization which should receive notifications concerning matters dealing with service agreements.

#### *General Terms and Conditions, Complaint Procedures*

GTN is proposing modifications to the language within the complaint resolution procedures contained in Section 6.24 of its Tariff. The modifications reflect a new point of contact for shippers who choose to submit a formal complaint, as well as clarification to the existing response times by which GTN will make its initial response, upon receipt of a complaint.<sup>3</sup>

### **Effective Date**

GTN respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective May 15, 2020.

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<sup>3</sup> A forty-eight-hour response time is consistent with Section 250.16(b)(1) of the Commission's regulations. 18 C.F.R. Part 250.16(b)(1) (2020).

### **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. Clean tariff section (Appendix A); and
3. Marked tariff section (Appendix B).

### **Certificate of Service**

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

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of 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 David A. Alonzo at (832) 320-5477.

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.

John A. Roscher  
Director, Rates & Tariffs

Enclosures

# Appendix A

## Clean Tariff Sections

### *Gas Transmission Northwest LLC*

<u>Tariff Sections</u>	<u>Version</u>
6.24 GT&C, Complaint Procedures	v4.0.0
6.34 GT&C, Electronic Communications	v4.0.0
7.1 Service Agreements, Rate Schedule FTS-1	v7.0.0
7.2 Service Agreements, Rate Schedule Interruptible Rate Schedules	v8.0.0
7.3 Service Agreements, Rate Schedule PAL	v6.0.0
7.3.1 Service Agreements, Rate Schedule PAL - Exhibit A	v5.0.0
7.4 Service Agreements, Rate Schedule FHS	v8.0.0
7.5 Service Agreements, Rate Schedule LFS-1	v6.0.0
7.7 Service Agreements, Master Service Agreement – Daily Firm, FTS-1	v5.0.0

FERC GAS TARIFF  
FOURTH REVISED VOLUME NO. 1-A  
OF  
GAS TRANSMISSION NORTHWEST LLC  
FILED WITH THE  
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff  
Should Be Addressed To:

John A. Roscher  
Director, Rates & Tariffs  
Gas Transmission Northwest LLC  
Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446  
Courier Address: 700 Louisiana Street, Suite 700  
Houston, TX 77002-2700  
Phone: (832) 320-5675  
Fax: (832) 320-6675

## 6.24 COMPLAINT PROCEDURES

1. Any Shipper or potential Shipper may register a complaint regarding requested or provided transportation service. The complaint should be communicated to GTN's Director, Chief Compliance Officer (CCO) either by e-mail, or by registered or certified mail, or by hand delivery. The CCO's appropriate contact information is available via GTN's Internet website.

Written and electronically submitted complaints must contain the following minimum information:

- Shipper or potential Shipper's name, address, and telephone number;
- Shipper or potential Shipper's contact representative;
- A clear, concise statement of the complaint.

Each complaint will be recorded in GTN's Transportation Service Complaint Log maintained by GTN's Commercial Operations. Complaints will be logged by date and time received by GTN.

2. GTN will initially respond to each complaint within forty-eight (48) hours after the complaint is received by GTN, and GTN will provide a written response to each complaint within thirty (30) days after the complaint is received by GTN. GTN's written response will be sent to Shipper or potential Shipper by certified or registered mail. If the complaint was filed by electronic mail, then GTN shall respond via electronic mail. A copy of all complaints will be filed in the Transportation Service Complaint Log.

## 6.34 ELECTRONIC COMMUNICATIONS

### 1. GTN Internet Website.

GTN shall maintain an Internet website at [www.tcplus.com/gtn](http://www.tcplus.com/gtn). Any entity may access this site to review informational postings concerning GTN's system.

### 2. Electronic Transactions.

Any entity desiring to engage in electronic transactions with GTN through its Internet website shall first execute an electronic transaction agreement. Copies of these agreements may be obtained on GTN's Internet website.

### 3. Electronic Data Interface.

GTN shall maintain an electronic data interface ("EDI") as required by the standards for electronic delivery mechanisms promulgated by NAESB and incorporated in Section 6.41 of this tariff. EDI is available to any party with access to compatible equipment for electronic communication and transmission of data in accordance with the NAESB standards. A party desiring to utilize this EDI interface first shall execute an Electronic Data Interchange Agreement with GTN. Such Agreement may be either the Standard Form Agreement developed by the NAESB or an alternate Agreement as may be agreed to by the parties. Access to GTN's EDI system is obtained by contacting Commercial Operations through the help line listed on GTN's Internet website.

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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



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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of \_\_\_\_\_ unless \_\_\_\_\_ gives at least \_\_\_\_\_ prior written notice of its desire to terminate this Agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

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

V  
Miscellaneous

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

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

"Shipper"       \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

(For Transportation under GTN's Rate Schedules ITS-1 and IHS)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

WHEREAS, Shipper desires GTN, on an interruptible basis, to Transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into an agreement for interruptible transportation service in Contract No. \_\_\_\_\_ on \_\_\_\_\_. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 2.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

II  
Term

- 2.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_, or until terminated by Shipper or GTN upon thirty (30) days written notice.

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

- 3.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with the applicable Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or in writing or through the customer activities link on GTN's Internet website.

- 3.2 This Agreement in all respects shall be and remains subject to the provisions of the applicable Rate Schedule, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
- 3.3 GTN shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
- 3.4 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of GTN that have a higher priority of service.

IV  
Miscellaneous

- 4.1 This Agreement shall be interpreted according to the laws of the state of California.
- 4.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 4.3 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.
- 4.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to.

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

"Shipper"        \_\_\_\_\_  
                     \_\_\_\_\_  
                     \_\_\_\_\_  
                     \_\_\_\_\_  
                     \_\_\_\_\_  
                     Attention: \_\_\_\_\_  
                     \_\_\_\_\_

- 4.5 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.
- 4.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 4.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

APPLICABLE TO PARKING AND LENDING SERVICE  
UNDER RATE SCHEDULE PAL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

WHEREAS, Shipper desires GTN, on an interruptible basis, to park or loan certain quantities of natural gas; and

WHEREAS, GTN is willing to park or loan certain quantities of natural gas for Shipper, on an interruptible basis,

NOW, THEREFORE, the parties agree as follows:

I  
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Parking and Lending Service 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.
- 1.3 GTN and Shipper agree that the term, Maximum Quantity ("MQ"), PAL Point, and other such terms as applicable for each transaction under this Agreement, shall be communicated by GTN to Shipper in an Exhibit A and executed by Shipper to confirm such terms. Shipper must execute an Exhibit A for each transaction prior to submitting a nomination.
- 1.4 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. GTN and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of GTN and Shipper.
- 1.5 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 PAL. 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.

## II Term

- 2.1 This Agreement shall become effective \_\_\_\_\_, and shall continue until \_\_\_\_\_, and year to year thereafter until canceled by 30 day(s) prior written notice given by either party to the other. (The term of each transaction shall be specified in the applicable Exhibit A.)

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

- 3.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule PAL, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth in the Exhibit A attached hereto.
- 3.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PAL, 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.
- 3.3 GTN shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
- 3.4 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of GTN having a higher priority service.

## IV Miscellaneous

- 4.1 This Agreement shall be interpreted according to the laws of the state of California.
- 4.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

- 4.3 Shipper agrees to indemnify and hold GTN harmless for refusal to park or loan gas hereunder in the event any upstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 4.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, email, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email, or other means similarly agreed to.

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

"Shipper"             \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:   \_\_\_\_\_  
\_\_\_\_\_

- 4.5 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.
- 4.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 4.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GAS TRANSMISSION NORTHWEST LLC  
PARKING AND LENDING (PAL)  
AGREEMENT

EXHIBIT A TO PARKING AND LENDING (PAL) SERVICE AGREEMENT

This Exhibit A is entered into by Gas Transmission Northwest LLC (GTN) and \_\_\_\_\_ (Shipper) and;

WHEREAS, Shipper and GTN have entered into PAL Agreement No. \_\_\_\_\_ to facilitate the contracting process.

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

COMPANY – Gas Transmission Northwest LLC

COMPANY ADDRESS - Commercial Operations  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700

SHIPPER -

SHIPPER'S ADDRESS -

PAL Term: \_\_\_\_\_ to \_\_\_\_\_

Maximum Quantity ("MQ"): \_\_\_\_\_

PAL Point: \_\_\_\_\_

Check applicable PAL Service Option (Parking or Lending):

\_\_\_\_\_ PARKING Service

<u>PARKING INFORMATION</u>			<u>INTERIM INFORMATION</u>		<u>PARK RETURN INFORMATION</u>		
Ratable (Y or N)	Park Period (Date Range)	PAL Rate (\$/Dth/D)	Interim Period (Date Range)	PAL Rate (\$/Dth/D)	Ratable (Y or N)	Return Period (Date Range)	PAL Rate (\$/Dth/D)
_____	_____ to _____	_____	_____ to _____	_____	_____	_____ to _____	_____

\_\_\_\_\_ LENDING Service

<u>LENDING INFORMATION</u>			<u>INTERIM INFORMATION</u>		<u>LEND RETURN INFORMATION</u>		
Ratable (Y or N)	Lend Period (Date Range)	PAL Rate (\$/Dth/D)	Interim Period (Date Range)	PAL Rate (\$/Dth/D)	Ratable (Y or N)	Return Period (Date Range)	PAL Rate (\$/Dth/D)
_____	_____ to _____	_____	_____ to _____	_____	_____	_____ to _____	_____

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM HOURLY SERVICE  
UNDER RATE SCHEDULE FHS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for firm transportation service under Rate Schedule FHS. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of \_\_\_\_\_ unless \_\_\_\_\_ gives at least \_\_\_\_\_ prior written notice of its desire to terminate this Agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

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

V  
Miscellaneous

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



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

"Shipper"        \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
APPLICABLE TO LIMITED FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE LFS-1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a limited basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for limited firm transportation service under Rate Schedule LFS-1. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term and Number of Limited Days

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.
- 3.2 Shipper and GTN agree that the minimum number of Limited Days will be \_\_\_\_\_ and the maximum number of Limited Days will be \_\_\_\_\_.
- 3.3 Shipper \_\_\_\_\_ agrees \_\_\_\_\_ does not agree to accept "partial volume day" limiting at the discretion of GTN.

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule LFS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event GTN and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.
- 4.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule LFS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.3 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V  
Miscellaneous

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

"GTN"                      GAS TRANSMISSION NORTHWEST LLC  
700 Louisiana Street, Suite 700

Houston, Texas 77002-2700  
Attention: Commercial Operations

"Shipper"

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

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF MASTER SERVICE AGREEMENT

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

Master Service Agreement Number: \_\_\_\_\_

THIS Master Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"),

and

\_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

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

WHEREAS, GTN and Shipper acknowledge that this is a Master Service Agreement entered into for the purpose of facilitating the contracting process for daily firm service.

NOW, THEREFORE, the parties agree as follows:

I  
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 GTN and Shipper agree that the term, maximum daily quantity, points of receipt and delivery, rates, and other such terms as applicable, for each transaction under this Agreement, shall be communicated by GTN to Shipper in an Award Acknowledgment and executed by Shipper to confirm such terms. Shipper must execute an Award Acknowledgement for each transaction prior to submitting a nomination.

- 1.3 The terms of any such Award Acknowledgment are hereby incorporated by reference in this Agreement. GTN and Shipper agree that the terms of each Award Acknowledgment, together with the terms and conditions of this Agreement constitute a single Transportation Service Agreement and fully describe the service to be provided and the rights and obligations of GTN and Shipper.
- 1.4 GTN and Shipper agree that service provided under this Agreement is daily and will not carry a right of first refusal.
- 1.5 This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.6 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

- 2.1 The maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery shall be specified in the applicable Award Acknowledgement.

## III Term

- 3.1 This Agreement shall become effective \_\_\_\_\_, and shall continue until \_\_\_\_\_. This Agreement shall continue following expiration of the primary term, subject to cancellation by either party upon one month written notice or immediately upon mutual consent. (The term of each transaction shall be specified in the applicable Award Acknowledgement.)

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

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file

with and subject to the jurisdiction of FERC. In the event GTN and Shipper agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth in the applicable Award Acknowledgement.

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

V  
Miscellaneous

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

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

"Shipper" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.
- 5.8 Award Acknowledgement(s) for service under this Agreement is/are incorporated herein by reference and made a part hereof for all purposes.

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Appendix B

## Marked Tariff Sections

### *Gas Transmission Northwest LLC*

<u>Tariff Sections</u>	<u>Version</u>
6.24 GT&C, Complaint Procedures	v4.0.0
6.34 GT&C, Electronic Communications	v4.0.0
7.1 Service Agreements, Rate Schedule FTS-1	v7.0.0
7.2 Service Agreements, Rate Schedule Interruptible Rate Schedules	v8.0.0
7.3 Service Agreements, Rate Schedule PAL	v6.0.0
7.3.1 Service Agreements, Rate Schedule PAL - Exhibit A	v5.0.0
7.4 Service Agreements, Rate Schedule FHS	v8.0.0
7.5 Service Agreements, Rate Schedule LFS-1	v6.0.0
7.7 Service Agreements, Master Service Agreement – Daily Firm, FTS-1	v5.0.0

FERC GAS TARIFF  
FOURTH REVISED VOLUME NO. 1-A  
OF  
GAS TRANSMISSION NORTHWEST LLC  
FILED WITH THE  
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff  
Should Be Addressed To:

John A. Roscher~~Joan Collins~~

Director, Rates & Tariffs~~Manager, Tariffs and Compliance~~

Gas Transmission Northwest LLC

Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446

Courier Address: 700 Louisiana Street, Suite 700  
Houston, TX 77002-2700

Phone: (832) 320-5675~~54~~

Fax: (832) 320-6654~~75~~

## 6.24 COMPLAINT PROCEDURES

1. Any Shipper or potential Shipper may register a complaint regarding requested or provided transportation service. The complaint ~~may~~ should be communicated to GTN's Director, ~~Commercial Services~~ Chief Compliance Officer (CCO) either by e-mail, ~~which may be found through GTN's Internet website,~~ or by registered or certified mail, or by hand delivered delivery to The CCO's appropriate contact information is available via GTN's Internet website.:

~~Gas Transmission Northwest LLC  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Director, Commercial Services~~

Written and electronically submitted complaints must contain the following minimum information:

- Shipper or potential Shipper's name, address, and telephone number;
- Shipper or potential Shipper's contact representative;
- A clear, concise statement of the complaint.

Each complaint will be recorded in GTN's Transportation Service Complaint Log maintained by GTN's Commercial ~~Services~~ Operations ~~located in Houston, Texas.~~ Complaints will be logged by date and time received by GTN.

2. GTN will initially respond to each complaint within forty-eight (48) hours after the complaint is received by GTN ~~receives it, and~~ GTN will provide a written response to each complaint within thirty (30) days after the complaint is received by GTN ~~receives it~~. GTN's written response will be sent to Shipper or potential Shipper by certified or registered mail. If the complaint was filed by electronic mail, then GTN shall respond via electronic mail. A copy of all complaints will be filed in the Transportation Service Complaint Log.

## 6.34 ELECTRONIC COMMUNICATIONS

### 1. GTN Internet Website.

GTN shall maintain an Internet website at [www.tcplus.com/gtn](http://www.tcplus.com/gtn). Any entity may access this site to review informational postings concerning GTN's system.

### 2. Electronic Transactions.

Any entity desiring to engage in electronic transactions with GTN through its Internet website shall first execute an electronic transaction agreement. Copies of these agreements may be obtained on GTN's Internet website.

### 3. Electronic Data Interface.

GTN shall maintain an electronic data interface ("EDI") as required by the standards for electronic delivery mechanisms promulgated by NAESB and incorporated in Section 6.41 of this tariff. EDI is available to any party with access to compatible equipment for electronic communication and transmission of data in accordance with the NAESB standards. A party desiring to utilize this EDI interface first shall execute an Electronic Data Interchange Agreement with GTN. Such Agreement may be either the Standard Form Agreement developed by the NAESB or an alternate Agreement as may be agreed to by the parties. Access to GTN's EDI system is obtained by contacting Commercial ~~Services~~ Operations through the help line listed on GTN's Internet website.

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of \_\_\_\_\_ unless \_\_\_\_\_ gives at least \_\_\_\_\_ prior written notice of its desire to terminate this Agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

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

V  
Miscellaneous

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



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

"Shipper"            \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:    \_\_\_\_\_  
\_\_\_\_\_

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

(For Transportation under GTN's Rate Schedules ITS-1 and IHS)

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

WHEREAS, Shipper desires GTN, on an interruptible basis, to Transport certain quantities of natural gas; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into an agreement for interruptible transportation service in Contract No. \_\_\_\_\_ on \_\_\_\_\_. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 2.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

II  
Term

- 2.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_, or until terminated by Shipper or GTN upon thirty (30) days written notice.

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

- 3.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with the applicable Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or in writing or through the customer activities link on GTN's Internet website.

- 3.2 This Agreement in all respects shall be and remains subject to the provisions of the applicable Rate Schedule, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
- 3.3 GTN shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
- 3.4 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of GTN that have a higher priority of service.

IV  
Miscellaneous

- 4.1 This Agreement shall be interpreted according to the laws of the state of California.
- 4.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
- 4.3 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.
- 4.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email or other means similarly agreed to.

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

"Shipper"       \_\_\_\_\_  
                    \_\_\_\_\_  
                    \_\_\_\_\_  
                    \_\_\_\_\_  
                    \_\_\_\_\_  
                    Attention: \_\_\_\_\_  
                    \_\_\_\_\_

- 4.5 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.
- 4.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 4.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

APPLICABLE TO PARKING AND LENDING SERVICE  
UNDER RATE SCHEDULE PAL

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

WHEREAS, Shipper desires GTN, on an interruptible basis, to park or loan certain quantities of natural gas; and

WHEREAS, GTN is willing to park or loan certain quantities of natural gas for Shipper, on an interruptible basis,

NOW, THEREFORE, the parties agree as follows:

I  
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 This Parking and Lending Service 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.
- 1.3 GTN and Shipper agree that the term, Maximum Quantity ("MQ"), PAL Point, and other such terms as applicable for each transaction under this Agreement, shall be communicated by GTN to Shipper in an Exhibit A and executed by Shipper to confirm such terms. Shipper must execute an Exhibit A for each transaction prior to submitting a nomination.
- 1.4 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. GTN and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of GTN and Shipper.
- 1.5 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 PAL. 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.

## II Term

- 2.1 This Agreement shall become effective \_\_\_\_\_, and shall continue until \_\_\_\_\_, and year to year thereafter until canceled by 30 day(s) prior written notice given by either party to the other. (The term of each transaction shall be specified in the applicable Exhibit A.)

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

- 3.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule PAL, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. If GTN and Shipper have mutually agreed on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth in the Exhibit A attached hereto.
- 3.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PAL, 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.
- 3.3 GTN shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
- 3.4 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of GTN having a higher priority service.

## IV Miscellaneous

- 4.1 This Agreement shall be interpreted according to the laws of the state of California.
- 4.2 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

- 4.3 Shipper agrees to indemnify and hold GTN harmless for refusal to park or loan gas hereunder in the event any upstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 4.4 Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, email, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, email, or other means similarly agreed to.

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

"Shipper"                    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

- 4.5 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.
- 4.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 4.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GAS TRANSMISSION NORTHWEST LLC  
PARKING AND LENDING (PAL)  
AGREEMENT

EXHIBIT A TO PARKING AND LENDING (PAL) SERVICE AGREEMENT

This Exhibit A is entered into by Gas Transmission Northwest LLC (GTN) and \_\_\_\_\_ (Shipper) and;

WHEREAS, Shipper and GTN have entered into PAL Agreement No. \_\_\_\_\_ to facilitate the contracting process.

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

COMPANY – Gas Transmission Northwest LLC

COMPANY ADDRESS - Commercial ~~Services~~Operations  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700

SHIPPER -

SHIPPER'S ADDRESS -

PAL Term: \_\_\_\_\_ to \_\_\_\_\_

Maximum Quantity ("MQ"): \_\_\_\_\_

PAL Point: \_\_\_\_\_

Check applicable PAL Service Option (Parking or Lending):

\_\_\_\_\_ PARKING Service

<u>PARKING INFORMATION</u>			<u>INTERIM INFORMATION</u>		<u>PARK RETURN INFORMATION</u>		
Ratable (Y or N)	Park Period (Date Range)	PAL Rate (\$/Dth/D)	Interim Period (Date Range)	PAL Rate (\$/Dth/D)	Ratable (Y or N)	Return Period (Date Range)	PAL Rate (\$/Dth/D)
_____	_____ to _____	_____	_____ to _____	_____	_____	_____ to _____	_____

\_\_\_\_\_ LENDING Service

<u>LENDING INFORMATION</u>			<u>INTERIM INFORMATION</u>		<u>LEND RETURN INFORMATION</u>		
Ratable (Y or N)	Lend Period (Date Range)	PAL Rate (\$/Dth/D)	Interim Period (Date Range)	PAL Rate (\$/Dth/D)	Ratable (Y or N)	Return Period (Date Range)	PAL Rate (\$/Dth/D)
_____	_____ to _____	_____	_____ to _____	_____	_____	_____ to _____	_____

This Exhibit A is made and entered into as of \_\_\_\_\_, 20\_\_\_\_.

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM HOURLY SERVICE  
UNDER RATE SCHEDULE FHS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for firm transportation service under Rate Schedule FHS. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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

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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.

(if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of \_\_\_\_\_ unless \_\_\_\_\_ gives at least \_\_\_\_\_ prior written notice of its desire to terminate this Agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and GTN (bilateral evergreen).

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

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

V  
Miscellaneous

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

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

"Shipper" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
APPLICABLE TO LIMITED FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE LFS-1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"), and \_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper, on a limited basis, (if applicable) and

WHEREAS, GTN and Shipper previously made and entered into Contract No. \_\_\_\_\_ on \_\_\_\_\_ for limited firm transportation service under Rate Schedule LFS-1. Service under Contract No. \_\_\_\_\_ commenced on \_\_\_\_\_, as reflected in Section 3.1 herein. GTN and Shipper now desire to amend, restate and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I  
General

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



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

- 1.4 (if applicable) As of \_\_\_\_\_, the terms and conditions of this Amended and Restated Agreement No. \_\_\_\_\_ represent the agreement between GTN and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated \_\_\_\_\_.

## II

### Quantity of Gas and Points of Receipt and Delivery

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

## III

### Term and Number of Limited Days

- 3.1 The service commencement date is \_\_\_\_\_, and service shall continue until \_\_\_\_\_.
- 3.2 Shipper and GTN agree that the minimum number of Limited Days will be \_\_\_\_\_ and the maximum number of Limited Days will be \_\_\_\_\_.
- 3.3 Shipper \_\_\_\_\_ agrees \_\_\_\_\_ does not agree to accept "partial volume day" limiting at the discretion of GTN.

(if applicable)

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

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.33 of the General Terms and Conditions of GTN's Tariff; (b) exists by virtue of this written agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.33; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

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

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule LFS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event GTN and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.
- 4.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule LFS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 4.3 GTN shall have the right to file with the FERC any changes in terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as GTN may deem necessary, and to make such changes effective at such times as GTN desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V  
Miscellaneous

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

"GTN"                      GAS TRANSMISSION NORTHWEST LLC  
700 Louisiana Street, Suite 700

Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~Operations

"Shipper"

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

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

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

GAS TRANSMISSION NORTHWEST LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF MASTER SERVICE AGREEMENT

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

Master Service Agreement Number: \_\_\_\_\_

THIS Master Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest LLC, a Delaware limited liability company (hereinafter referred to as "GTN"),

and

\_\_\_\_\_, (hereinafter referred to as "Shipper").

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

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

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

WHEREAS, GTN and Shipper acknowledge that this is a Master Service Agreement entered into for the purpose of facilitating the contracting process for daily firm service.

NOW, THEREFORE, the parties agree as follows:

I  
General

- 1.1 Pursuant to the terms of this Agreement, GTN agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay GTN for such services.
- 1.2 GTN and Shipper agree that the term, maximum daily quantity, points of receipt and delivery, rates, and other such terms as applicable, for each transaction under this Agreement, shall be communicated by GTN to Shipper in an Award Acknowledgment and executed by Shipper to confirm such terms. Shipper must execute an Award Acknowledgement for each transaction prior to submitting a nomination.

- 1.3 The terms of any such Award Acknowledgment are hereby incorporated by reference in this Agreement. GTN and Shipper agree that the terms of each Award Acknowledgment, together with the terms and conditions of this Agreement constitute a single Transportation Service Agreement and fully describe the service to be provided and the rights and obligations of GTN and Shipper.
- 1.4 GTN and Shipper agree that service provided under this Agreement is daily and will not carry a right of first refusal.
- 1.5 This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
- 1.6 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

- 2.1 The maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery shall be specified in the applicable Award Acknowledgement.

## III Term

- 3.1 This Agreement shall become effective \_\_\_\_\_, and shall continue until \_\_\_\_\_. This Agreement shall continue following expiration of the primary term, subject to cancellation by either party upon one month written notice or immediately upon mutual consent. (The term of each transaction shall be specified in the applicable Award Acknowledgement.)

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

- 4.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file

with and subject to the jurisdiction of FERC. In the event GTN and Shipper agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth in the applicable Award Acknowledgement.

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

V  
Miscellaneous

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

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

"Shipper" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 5.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 5.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 5.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.
- 5.8 Award Acknowledgement(s) for service under this Agreement is/are incorporated herein by reference and made a part hereof for all purposes.

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: \_\_\_\_\_