



June 9, 2011

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Gas Transmission Northwest LLC
717 Texas Street, Suite 2400
Houston, Texas 77002-2761

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.gastransmissionnw.com

Re: Gas Transmission Northwest LLC
Change in FERC Gas Tariff
Docket No. RP11-_____ - _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ Gas Transmission Northwest LLC (“GTN”) hereby submits for filing certain tariff sections and a tariff record, as listed in Appendix A, to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1-A (“Tariff”). These revised tariff sections and new tariff record are being submitted to reflect the addition of a Rate Schedule PS-1 service agreement between GTN and Powerex Corp (“Agreement”) to the Tariff’s listing of non-conforming service agreements, and the simultaneous removal of that same Agreement from the Tariff’s listing of negotiated rate agreements.² GTN requests that the Commission accept the proposed tariff sections and tariff record to be effective April 11, 2011.

¹ 18 C.F.R. Part 154 (2011).

² On April 11, 2011, in Docket No. RP11-1987-000, GTN filed revised tariff sections that reflected the Agreement as a negotiated rate arrangement which included a fixed fee. On May 4, 2011, the Commission accepted the filing. Gas Transmission Northwest LLC, Docket No. RP11-1987-000 (May 4, 2011) (unpublished Director’s letter order (“May 4 Order”).

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

John A. Roscher Director, Rates and Tariffs	* Eva N. Neufeld Associate General Counsel
* Joan F. Collins Manager, Tariffs and Compliance	Gas Transmission Northwest LLC
Gas Transmission Northwest LLC	717 Texas Street, Suite 2400
717 Texas Street, Suite 2400	Houston, Texas 77002-2761
Houston, Texas 77002-2761	Tel. (832) 320-5623
Tel. (832) 320-5651	E-mail: eva_neufeld@transcanada.com
E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

GTN and Powerex Corp have mutually agreed to amend the Agreement approved in the May 4 Order by deleting, and replacing in its entirety, Exhibit “B”. The amended Exhibit “B”, included herein at Appendix A, sets forth the discounted rate at which service under the Agreement will be provided, comprised of three separately stated rate components charged on a per dekatherm basis. The amended Exhibit “B” does not otherwise change the term, contract quantity, expected overall revenue for this service, or the underlying intent of the other provisions from the Exhibit “B” of the original Agreement.

The Agreement’s amended Exhibit “B” includes provisions which though not specifically set forth in GTN’s Tariff are wholly consistent with Rate Schedule PS-1 and the General Terms and Conditions of the Tariff. Nevertheless, out of an abundance of caution, GTN is treating these provisions as non-conforming. These Exhibit “B” provisions are not material in nature, and do not confer any special rights or privileges on Powerex Corp. Accordingly, GTN does not believe these provisions present a risk of undue discrimination. Pursuant to Sections 154.112(b) and 154.201 of the Commission’s regulations and in compliance with Order 714,³ GTN has included a copy of the executed Agreement as Tariff Record 8.1 (Appendix A), the amended Agreement

³ Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”).

in marked form (Appendix C), and modified Tariff Section 4.10 to list the amended Agreement as a service agreement containing non-conforming language (Appendix A).

Simultaneously, GTN is submitting in the instant filing, at Appendix A, revised Sections 4.8 and 4.9, which reflect the removal of the Agreement from the list of negotiated rate agreements under Rate Schedule ITS-1, PS-1, and AIS-1, and the removal of explanatory footnote 5, which had provided the negotiated rate details approved in the May 4 Order. As a housekeeping measure, GTN is proposing the deletion of five (5) other explanatory footnotes that pertain to previously expired negotiated rate agreements.

As discussed above, GTN respectfully requests that the Commission accept and approve Tariff Sections 4.8, 4.9 and 4.10, and tariff record 8.1, to be effective April 11, 2011.

Effective Date and Request for Waiver

GTN requests that the Commission approve the tariff sections and tariff record included at Appendix A to be effective April 11, 2011, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁴

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 and Order No. 714, GTN is submitting the following XML filing package, which includes:

- 1) This transmittal letter;

⁴ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 at 61,241-242 (1996) (indicating that the Commission will “readily grant requests to waive the 30-day notice requirement”).

- 2) The clean tariff sections and tariff record (Appendix A);
- 3) The marked tariff sections (Appendix B); and
- 4) The marked amended Agreement (Appendix C).

Certificate of Service

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

Pursuant to Section 385.2005 and Section 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

GAS TRANSMISSION NORTHWEST LLC

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

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – Table of Contents	v.2.0.1
4.8 – Statement of Rates, Negotiated Rate Agreements-ITS-1, PS-1 and AIS-1	v.4.0.0
4.9 – Statement of Rates, Footnotes for Negotiated Rates-ITS-1, PS-1 and AIS-1	v.4.0.0
4.10 - Statement of Rates, Non-Conforming Service Agreements	v.2.0.0
8 – Non-Conforming Agreements	v.0.0.0

<u>Tariff Record</u>	<u>Version</u>
8.1 – Non-Conf Agmt Powerex Corp. PS-1 Agmt (#11084)	v.0.0.0

TABLE OF CONTENTS

Description	Section No.
Table of Contents	1
Preliminary Statement	2
System Map	3
Statement of Rates	
FTS-1 and LFS-1 Rates	4.1
ITS-1 Rates	4.2
Footnotes to Statement of Effective Rates and Charges	4.3
Competitive Equalization Surcharge.....	4.4
Parking and Authorized Imbalance Services	4.5
Negotiated Rate Agreements - FTS-1 and LFS-1	4.6
Footnotes for Negotiated Rates - FTS-1 and LFS-1	4.7
Negotiated Rate Agreements - ITS-1, PS-1 and AIS-1	4.8
Footnotes for Negotiated Rates - ITS-1, PS-1 and AIS-1	4.9
Non-Conforming Service Agreement	4.10
Rate Schedules	
FTS-1 (Firm Transportation Service).....	5.1
LFS-1 (Limited Firm Transportation Service).....	5.2
ITS-1 (Interruptible Transportation Service)	5.3
USS-1 (Unbundled Sales Service).....	5.4
PS-1 (Parking Service).....	5.5

AIS-1 (Authorized Imbalance Service).....	5.6
Transportation General Terms and Conditions	
Definitions	6.1
Equality of Transportation Service	6.2
Quality of Gas	6.3
Measuring Equipment	6.4
Measurements	6.5
Inspection of Equipment and Records.....	6.6
Billing	6.7
Payment	6.8
Notice of Changes in Operating Conditions	6.9
Force Majeure	6.10
Warranty of Eligibility for Transportation	6.11
Possession of Gas and Responsibility	6.12
Indemnification	6.13
Arbitration.....	6.14
Governmental Regulations	6.15
Miscellaneous Provision.....	6.16
Transportation Service Agreement	6.17
Operating Provisions	6.18
Priority of Service, Scheduling and Nominations.....	6.19
Curtailement	6.20
Balancing	6.21
Annual Charge Adjustment (ACA) Provision	6.22
Informational Postings	6.23
Complaint Procedures	6.24
Information Concerning Availability and Pricing of Transportation Service and Capacity Available for Transportation.....	6.25
Market Centers.....	6.26
Planned GTN Capacity Curtailments and Interruptions.....	6.27
Capacity Release	6.28
Flexible Receipt and Delivery Points.....	6.29
Operational Flow Order (OFO) Procedures	6.30
Negotiated Rates	6.31
Reservation of Capacity for Expansion Projects	6.32
Right of First Refusal (ROFR) Upon Termination of Firm Service Agreement	6.33
Electronic Communications.....	6.34
Pipeline Integrity Plan (PIP) Surcharge	6.35
Crediting of Interruptible Transportation Revenues on Extensions.....	6.36
Discount Policy	6.37
Adjustment Mechanism for Fuel, Line Loss and Other Unaccounted	

For Gas Percentages	6.38
Incremental Fuel Reallocation Mechanism	6.39
Sales of Excess Gas.....	6.40
Gas Industry Standards.....	6.41
Form of Service Agreements	
FTS-1 (Firm Transportation Service).....	7.1
ITS-1 (Interruptible Transportation Service)	7.2
PS-1 (Parking Service).....	7.3
AIS-1 (Authorized Imbalance Service).....	7.4
LFS-1 (Limited Firm Transportation Service).....	7.5
EDI (Electronic Data Interface).....	7.6
MSA (Master Service Agreement - Daily Firm, FTS-1)	7.7
Non-Conforming Agreements	
Powerex Corp. PS-1 Agmt (#11084)	8.1

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

<u>SHIPPER</u>	<u>TERM OF CONTRACT</u>	<u>RATE SCHEDULE</u>	<u>DTH/D</u>	<u>PRIMARY RECEIPT POINT</u>	<u>PRIMARY DELIVERY POINT</u>	<u>RATE /2 /3</u>
----------------	-------------------------	----------------------	--------------	------------------------------	-------------------------------	-------------------

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

Explanatory Footnotes for Negotiated Rates under Rate Schedule ITS-1, PS-1, and AIS-1

- /1 This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- /2 Unless otherwise noted, all Shippers pay GTN's maximum Mileage and Non-Mileage Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- /3 Index Price References: Unless otherwise noted, references to "Daily Index Price" shall mean the price survey midpoint for the specified point as published in Gas Daily for the day of gas flow. Weekend and holiday prices will be determined using the next available Gas Daily publication. Unless otherwise noted, the references to the "NGI FOM" for a specified point shall mean Natural Gas Intelligence's First of Month Bid Week Survey (Supplement to NGI's Weekly Gas Index) Spot Gas Price for the specified point.

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

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

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

RWE Trading Americas Inc.	8324	PS-1	4/16/2002	4/30/2022
Fortis Energy Marketing & Trading GP	8340	PS-1	5/2/2002	5/31/2022
Concord Energy LLC	8406	PS-1	7/22/2002	7/31/2012
Select Natural Gas LLC	8534	PS-1	11/15/2002	10/31/2012
Tenaska Marketing Ventures	8539	PS-1	12/1/2002	11/30/2012
Cargill, Inc.	8595	PS-1	3/19/2003	3/31/2013
United Energy Trading, LLC	8652	PS-1	5/23/2003	5/31/2013
Apache Corporation	8668	PS-1	7/1/2003	6/30/2013
Occidental Energy Marketing, Inc.	8784	PS-1	9/10/2003	8/31/2013
Tenaska Marketing Ventures	8873	PS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8886	PS-1	12/1/2003	7/1/2011
Devon Canada Marketing Corporation	8923	PS-1	2/1/2004	1/31/2014
Merrill Lynch Commodities, Inc.	9018	PS-1	4/7/2004	4/7/2014
Pacific Summit Energy LLC	9173	PS-1	8/30/2004	8/30/2010
Louis Dreyfus Energy Canada LP	9263	PS-1	10/29/2004	10/31/2010
Louis Dreyfus Energy Services L.P.	9273	PS-1	11/4/2004	10/31/2014
Devlar Energy Marketing, LLC	9584	PS-1	5/2/2005	4/30/2015
Suncor Energy Marketing Inc.	9772	PS-1	10/1/2005	9/30/2015
J.P. Morgan Ventures Energy Corporation	9948	PS-1	2/1/2006	1/31/2016
CanNat Energy Inc.	10195	PS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10310	PS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10332	PS-1	11/1/2006	10/31/2011
Powerex Corp.	11084	PS-1	4/11/2011	1/31/2012

NON-CONFORMING AGREEMENTS

Parking Service Agreement
Rate Schedule PS-1

Powerex Corp.
(#11084)

Agreement Effective Date: April 11, 2011.

FORM OF SERVICE AGREEMENT
APPLICABLE TO PARKING SERVICE
UNDER RATE SCHEDULE PS-1

THIS AGREEMENT is made and entered into this 11th day of APRIL, 2011, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware limited liability company (hereinafter referred to as "GTN"),

and

POWEREX CORP., a corporation existing under the laws of the State or Province of BRITISH COLUMBIA (hereinafter referred to as "Shipper"), on behalf of N/A (hereinafter referred to as N/A).

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

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

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

NOW, THEREFORE, the parties agree as follows:

I.
Governmental Authority

- 1.1 This Parking 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.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.
- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule PS-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.

II.**Quantity of Gas and Priority of Service**

- 2.1 Quantities parked under Rate Schedule PS-1 will be as specified in Shipper's delivery schedule to be provided to GTN.
- 2.2 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.
- 2.3 Prior to initiation of service, Shipper shall provide GTN with any information required by the FERC, as well as all information identified in GTN's Transportation General Terms and Conditions applicable to Rate Schedule PS-1.

III.**Term of Agreement**

- 3.1 This Agreement shall become effective APRIL 11, 2011, and shall continue in full force and effect until JANUARY 30, 2012, and year to year thereafter until canceled by NA day(s) prior written notice given by either party to the other.

IV.**Points of Receipt**

- 4.1 The point(s) of receipt of gas deliveries to GTN is as designated in Exhibit A, attached hereto.
- 4.2 Shipper shall deliver or cause to be delivered to GTN the gas to be parked hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt.

V.**Operating Procedure**

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

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

- 6.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule PS-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 Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in Exhibit B attached hereto.
- 6.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 6.3 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to Parking Service pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

VII.
Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the state of California.
- 7.2 Shipper agrees to indemnify and hold GTN harmless for refusal to park gas hereunder in the event any upstream transporter fails to deliver gas as contemplated by this Agreement.
- 7.3 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

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


"Shipper" POWEREX CORP.
Suite 1400
666 Burrard St.
Vancouver, British Columbia V6C 2X8
 Attention: James Rausch

- 7.4 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.5 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.6 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.
- 7.7 Exhibit(s) A and B attached hereto 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: Gary Charette
 Title: VP US Commercial Operations

By: 
 Name: Joseph E. Pollard
 Title: Director, - Commercial Services

edc 4/8/11.

ee 4/8/11

POWEREX CORP.

Contract electronically signed by Jim Rausch on
 By: Pacific Express.
 Name: Jim Rausch
 Title: Gas Trader

**EXHIBIT A
TO THE PARKING SERVICE AGREEMENT**

Dated: 11th day of APRIL, 2011

Between

GAS TRANSMISSION NORTHWEST LLC

and

POWEREX CORP.

Receipt Point(s): All points along the mainline.
Maximum Quantity: 200,000

FIRST AMENDMENT TO PARKING SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PARKING SERVICE AGREEMENT ("First Amendment") is made and entered into this ____ day of May, 2011 by and between Gas Transmission Northwest LLC ("GTN"), a Delaware limited liability company and Powerex Corp., a British Columbia corporation ("Powerex").

WHEREAS, GTN and Powerex entered into that certain Parking Service Agreement No. P-11084, dated April 11, 2011 ("Agreement"); and


WHEREAS, the parties desire to amend Exhibit "B" of the Agreement.

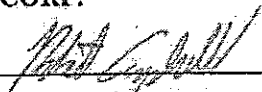
NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the parties hereto agree as follows:


1. Exhibit "B" of the Agreement is hereby deleted in its entirety and replaced with the Amended Exhibit "B" attached hereto and incorporated herein by reference.
2. All other terms of the Agreement not modified by this First Amendment shall remain in full force and effect.

IT WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

GAS TRANSMISSION NORTHWEST LLC POWEREX CORP.

By: 
Name: Joseph E. Pollard
Title: Director, - Commercial Services

By: 
Name: Robert Campbell
Title: Managing Director

By: 
Name: Gary Charette
Title: VP US Commercial Operations

AMENDED EXHIBIT B

Maximum Allowable Total
Quantity to be Parked: 200,000 Dth

Maximum Allowable Daily
Quantity to be Parked: 50,000 Dth per day (or as otherwise agreed upon by GTN and
Powerex)

Allowable Period to Park
Quantities: April 11, 2011 – April 30, 2011

Allowable Period to Withdraw
Parked Quantities: January 1, 2012 – January 31, 2012

Rate: There are three rate components:

1. The Initial Parking Rate: \$0.20 per Dth applicable to each Dth parked during the Allowable Period to Park Quantities;
2. The Daily Parking Rate: equal to \$0.00073051 per day per Dth parked for the period April 11, 2011 – January 31, 2012;
3. The Final Day Parking Rate: \$0.20 per Dth applicable to each Dth withdrawn during the Allowable Period to Withdraw Parked Quantities.

Powerex shall use good faith efforts to park gas on a rateable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Powerex's Parking Service Agreement. In addition, Powerex shall use good faith efforts to withdraw all gas parked on a rateable basis, plus or minus 20%, or as otherwise mutually agreed between GTN and Powerex, and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.

Any quantities Powerex parks on GTN's system in excess of the contracted quantity between April 11, 2011 through April 30, 2011, and any quantities parked in periods other than April 11, 2011 through April 30, 2011, shall be subject to GTN's maximum tariff rate or other such generally available system-wide discounted rate under Rate Schedule PS-1.

The Initial Parking Rate shall not apply to any nominated and otherwise confirmable quantities GTN was unable to park on its system during the Allowable Period to Park Quantities (April 11, 2011 through April 30, 2011), which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex is obligated to make nominations on all available nomination cycles during the day to be eligible for waiver of Initial Parking Rates. Powerex shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.

The Final Day Parking Rate component of the Rate shall not apply to any quantities not withdrawn from GTN's system during the Allowable Period to Withdraw Parked Quantities due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during the withdrawal period, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Powerex is obligated to make nominations on all available nomination cycles during the day to be eligible for waiver of Final Day Parking Rates. Powerex shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.

Appendix B

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – Table of Contents	v.2.0.1
4.8 – Statement of Rates, Negotiated Rate Agreements-ITS-1, PS-1 and AIS-1	v.4.0.0
4.9 – Statement of Rates, Footnotes for Negotiated Rates-ITS-1, PS-1 and AIS-1	v.4.0.0
4.10 - Statement of Rates, Non-Conforming Service Agreements	v.2.0.0
8 – Non-Conforming Agreements	v.0.0.0

TABLE OF CONTENTS

Description	Section No.
Table of Contents	1
Preliminary Statement	2
System Map	3
Statement of Rates	
FTS-1 and LFS-1 Rates	4.1
ITS-1 Rates	4.2
Footnotes to Statement of Effective Rates and Charges	4.3
Competitive Equalization Surcharge.....	4.4
Parking and Authorized Imbalance Services	4.5
Negotiated Rate Agreements - FTS-1 and LFS-1	4.6
Footnotes for Negotiated Rates - FTS-1 and LFS-1	4.7
Negotiated Rate Agreements - ITS-1, PS-1 and AIS-1	4.8
Footnotes for Negotiated Rates - ITS-1, PS-1 and AIS-1	4.9
Non-Conforming Service Agreement	4.10
Rate Schedules	
FTS-1 (Firm Transportation Service).....	5.1
LFS-1 (Limited Firm Transportation Service).....	5.2
ITS-1 (Interruptible Transportation Service)	5.3
USS-1 (Unbundled Sales Service).....	5.4
PS-1 (Parking Service).....	5.5

AIS-1 (Authorized Imbalance Service).....	5.6
Transportation General Terms and Conditions	
Definitions	6.1
Equality of Transportation Service	6.2
Quality of Gas	6.3
Measuring Equipment	6.4
Measurements	6.5
Inspection of Equipment and Records.....	6.6
Billing	6.7
Payment	6.8
Notice of Changes in Operating Conditions	6.9
Force Majeure	6.10
Warranty of Eligibility for Transportation	6.11
Possession of Gas and Responsibility	6.12
Indemnification	6.13
Arbitration.....	6.14
Governmental Regulations	6.15
Miscellaneous Provision.....	6.16
Transportation Service Agreement	6.17
Operating Provisions	6.18
Priority of Service, Scheduling and Nominations.....	6.19
Curtailement	6.20
Balancing	6.21
Annual Charge Adjustment (ACA) Provision	6.22
Informational Postings	6.23
Complaint Procedures	6.24
Information Concerning Availability and Pricing of Transportation Service and Capacity Available for Transportation.....	6.25
Market Centers.....	6.26
Planned GTN Capacity Curtailments and Interruptions.....	6.27
Capacity Release	6.28
Flexible Receipt and Delivery Points.....	6.29
Operational Flow Order (OFO) Procedures	6.30
Negotiated Rates	6.31
Reservation of Capacity for Expansion Projects	6.32
Right of First Refusal (ROFR) Upon Termination of Firm Service Agreement	6.33
Electronic Communications.....	6.34
Pipeline Integrity Plan (PIP) Surcharge	6.35
Crediting of Interruptible Transportation Revenues on Extensions.....	6.36
Discount Policy	6.37
Adjustment Mechanism for Fuel, Line Loss and Other Unaccounted	

For Gas Percentages	6.38
Incremental Fuel Reallocation Mechanism	6.39
Sales of Excess Gas.....	6.40
Gas Industry Standards.....	6.41

Form of Service Agreements

FTS-1 (Firm Transportation Service).....	7.1
ITS-1 (Interruptible Transportation Service)	7.2
PS-1 (Parking Service).....	7.3
AIS-1 (Authorized Imbalance Service).....	7.4
LFS-1 (Limited Firm Transportation Service).....	7.5
EDI (Electronic Data Interface).....	7.6
MSA (Master Service Agreement - Daily Firm, FTS-1)	7.7

Non-Conforming Agreements

<u>Powerex Corp. PS-1 Agmt (#11084)</u>	<u>8.1</u>
---	------------

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

<u>SHIPPER</u>	<u>TERM OF CONTRACT</u>	<u>RATE SCHEDULE</u>	<u>DTH/D</u>	<u>PRIMARY RECEIPT POINT</u>	<u>PRIMARY DELIVERY POINT</u>	<u>RATE /2/3</u>
Powerex	04/11/11	PS 1	200,000	N/A	N/A	/5
Corp./1	01/30/12					

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

Explanatory Footnotes for Negotiated Rates under Rate Schedule ITS-1, PS-1, and AIS-1

- /1 This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- /2 Unless otherwise noted, all Shippers pay GTN's maximum Mileage and Non-Mileage Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- /3 Index Price References: Unless otherwise noted, references to "Daily Index Price" shall mean the price survey midpoint for the specified point as published in Gas Daily for the day of gas flow. Weekend and holiday prices will be determined using the next available Gas Daily publication. Unless otherwise noted, the references to the "NGI FOM" for a specified point shall mean Natural Gas Intelligence's First of Month Bid Week Survey (Supplement to NGI's Weekly Gas Index) Spot Gas Price for the specified point.
- ~~/4 This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for service under this agreement shall be determined as follows:~~

~~Maximum Allowable Total Quantity to be Parked: 150,000 Dth
Maximum Allowable Daily Quantity to be Parked: 20% above daily ratable quantity
(or as otherwise agreed upon by
GTN and Powerex Corp.)
Allowable Period to Park Quantities: August 1-31, 2009
Allowable Period to Withdraw Parked Quantities: October 1-31, 2010
Total Charge USD (assessed September 2009): \$323,000~~

~~Powerex Corp. shall use good faith efforts to park all gas on a ratable basis, plus or minus 20%, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Powerex Corp.'s Parking Service Agreement. In addition, Powerex Corp. shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as otherwise mutually agreed and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.~~

~~Any quantities Powerex Corp. parks on GTN's system in excess of the contracted quantity between August 1, 2009, through August 31, 2009, and any quantities parked in periods other than August 1, 2009, through August 31, 2009, shall be subject to GTN's maximum tariff rate or other such generally available system wide discounted rate under Rate Schedule PS-1. Any quantities withdrawn from GTN's Parking Service in October 2010~~

~~shall apply first to the quantities subject to this agreement and second to any quantities parked outside the bounds of this agreement.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during August 1, 2009, through August 31, 2009, and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during August 1, 2009, through August 31, 2009, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during October 2010 due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during October 2010, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

~~/5—This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for this service under this agreement shall be determined as follows:~~

Maximum Allowable Total Quantity to be Parked:	200,000 Dth
Maximum Allowable Daily Quantity to be Parked:	50,000 Dth per day (or as otherwise agreed upon by GTN and Powerex Corp.)
Maximum Allowable Daily Quantity to be Withdrawn:	20,000 Dth per day (or as otherwise agreed upon by GTN and Powerex Corp.)
Allowable Period to Park Quantities:	April 11 – April 30, 2011
Allowable Period to Withdraw Parked Quantities:	January 1 – January 30, 2012
Total Charge US\$ (assessed May 2011):	\$120,000.00

~~Powerex Corp. shall use good faith efforts to park gas on a ratable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Powerex Corp.'s Parking Service Agreement. In addition, Powerex Corp. shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as~~

~~otherwise mutually agreed between GTN and Powerex Corp., and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.~~

~~Any quantities Powerex Corp. parks on GTN's system in excess of the contracted quantity between April 11, 2011, through April 30, 2011, and any quantities parked in periods other than April 11, 2011, through April 30, 2011, shall be subject to GTN's maximum tariff rate or other such generally available system-wide discounted rate under Rate Schedule PS-1.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during April 11, 2011, through April 30, 2011, and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during April 11, 2011, through April 30, 2011, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during the withdrawal period due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during the withdrawal period, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

~~/6—Reserved~~

~~/7—This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for this service under this agreement shall be determined as follows:~~

Maximum Allowable Total Quantity to be Parked:	150,000 Dth
Maximum Allowable Daily Quantity to be Parked:	20% above daily ratable quantity (or as otherwise agreed upon by GTN and Powerex Corp.)
Allowable Period to Park Quantities:	September 10, 2009— September 30, 2009
Allowable Period to Withdraw Parked Quantities:	September 1, 2010— September 30, 2010
Total Charge USD (assessed October 2009):	\$339,000

~~Powerex Corp. shall use good faith efforts to park all gas on a ratable basis, plus or minus 20%, or as otherwise mutually agreed and further subject to GTN's ability to park such~~

~~quantities at the receipt point(s) specified in Powerex Corp.'s Parking Service Agreement. In addition, Powerex Corp. shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as otherwise mutually agreed and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.~~

~~Any quantities Powerex Corp. parks on GTN's system in excess of the contracted quantity between September 10, 2009 through September 30, 2009, and any quantities parked in periods other than September 10, 2009 through September 30, 2009 shall be subject to GTN's maximum tariff rate or other such generally available system wide discounted rate under rate schedule PS-1. Any quantities withdrawn from GTN's Parking Service in September 2010 shall apply first to the quantities subject to this agreement and second to any quantities parked outside the bounds of this agreement.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during September 10, 2009 through September 30, 2009 and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during September 10, 2009 through September 30, 2009, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during September 2010 due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during September 2010, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

~~/8 This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for this service under this agreement shall be determined as follows:~~

Maximum Allowable Total Quantity to be Parked:	150,000 Dth
Maximum Allowable Daily Quantity to be Parked:	10,000 Dth per day (or as otherwise agreed upon by GTN and Powerex Corp.)
Allowable Period to Park Quantities:	March 9 - March 26, 2010
Allowable Period to Withdraw Parked Quantities:	January 1 - January 31, 2011
Total Charge USD (assessed April 2010):	\$163,500

~~Powerex Corp. shall use good faith efforts to park gas on a rateable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Powerex Corp.'s Parking Service Agreement. In addition, Powerex Corp. shall use good faith efforts to withdraw all gas parked on a rateable basis, plus or minus 20%, or as otherwise mutually agreed between GTN and Powerex Corp. and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.~~

~~Any quantities Powerex Corp. parks on GTN's system in excess of the contracted quantity between March 9, 2010 through March 26, 2010, and any quantities parked in periods other than March 9, 2010 through March 26, 2010 shall be subject to GTN's maximum tariff rate or other such generally available system wide discounted rate under Rate Schedule PS 1.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during March 9, 2010 through March 26, 2010 and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during March 9, 2010 through March 26, 2010, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during January 2011 due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during January 2011, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

~~9/ This agreement is for service under GTN's Rate Schedule PS 1. The fee charged for this service under this agreement shall be determined as follows:~~

Maximum Allowable Total Quantity to be Parked:	100,000 Dth
Maximum Allowable Daily Quantity to be Parked:	18,000 Dth per day (or as otherwise agreed upon by GTN and Fortis Energy)
Allowable Period to Park Quantities:	November 21 - November 30, 2009
Allowable Period to Withdraw Parked Quantities:	December 1 - December 31, 2010
Total Charge USD (assessed December 2009):	\$201,100

~~Fortis Energy Marketing & Trading GP ("Fortis Energy") shall use good faith efforts to park all gas on a ratable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Fortis Energy's Parking Service Agreement. In addition, Fortis Energy shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as otherwise mutually agreed and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.~~

~~Any quantities Fortis Energy parks on GTN's system in excess of the contracted quantity between November 21, 2009 through November 30, 2009, and any quantities parked in periods other than November 21, 2009 through November 30, 2009 shall be subject to GTN's maximum tariff rate or other such generally available system wide discounted rate under rate schedule PS-1. Any quantities withdrawn from GTN's Parking Service in December 2010 shall apply first to the quantities subject to this agreement and second to any quantities parked outside the bounds of this agreement.~~

~~GTN shall reimburse Fortis Energy \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during November 21, 2009 through November 30, 2009 and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during November 21, 2009 through November 30, 2009, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Fortis Energy is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Fortis Energy shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Fortis Energy \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during December 2010 due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during December 2010, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Fortis Energy is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Fortis Energy shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

~~/10 Reserved~~

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

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

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

RWE Trading Americas Inc.	8324	PS-1	4/16/2002	4/30/2022
Fortis Energy Marketing & Trading GP	8340	PS-1	5/2/2002	5/31/2022
Concord Energy LLC	8406	PS-1	7/22/2002	7/31/2012
Select Natural Gas LLC	8534	PS-1	11/15/2002	10/31/2012
Tenaska Marketing Ventures	8539	PS-1	12/1/2002	11/30/2012
Cargill, Inc.	8595	PS-1	3/19/2003	3/31/2013
United Energy Trading, LLC	8652	PS-1	5/23/2003	5/31/2013
Apache Corporation	8668	PS-1	7/1/2003	6/30/2013
Occidental Energy Marketing, Inc.	8784	PS-1	9/10/2003	8/31/2013
Tenaska Marketing Ventures	8873	PS-1	12/1/2003	11/30/2013
California Dept. of Water Resources	8886	PS-1	12/1/2003	7/1/2011
Devon Canada Marketing Corporation	8923	PS-1	2/1/2004	1/31/2014
Merrill Lynch Commodities, Inc.	9018	PS-1	4/7/2004	4/7/2014
Pacific Summit Energy LLC	9173	PS-1	8/30/2004	8/30/2010
Louis Dreyfus Energy Canada LP	9263	PS-1	10/29/2004	10/31/2010
Louis Dreyfus Energy Services L.P.	9273	PS-1	11/4/2004	10/31/2014
Devlar Energy Marketing, LLC	9584	PS-1	5/2/2005	4/30/2015
Suncor Energy Marketing Inc.	9772	PS-1	10/1/2005	9/30/2015
J.P. Morgan Ventures Energy Corporation	9948	PS-1	2/1/2006	1/31/2016
CanNat Energy Inc.	10195	PS-1	7/26/2006	7/25/2011
Eagle Energy Partners I, LP	10310	PS-1	10/27/2006	10/31/2011
Sequent Energy Management LP	10332	PS-1	11/1/2006	10/31/2011
Powerex Corp.	11084	PS-1	4/11/2011	1/31/2012

NON-CONFORMING AGREEMENTS

Appendix C

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

Marked Non-Conforming Agreement

Description

Powerex Corp.
Rate Schedule PS-1 Agreement (#11084)

FORM OF SERVICE AGREEMENT

**APPLICABLE TO PARKING SERVICE
UNDER RATE SCHEDULE PS-1**

THIS AGREEMENT is made and entered into this 11th day of _____,
~~20~~ APRIL, 2011, by and between GAS TRANSMISSION NORTHWEST LLC, a Delaware
limited liability company (hereinafter referred to as "GTN"),

and

_____, POWEREX CORP., a corporation existing under
the laws of the State or Province of _____ BRITISH COLUMBIA
(hereinafter referred to as "Shipper"), on behalf of
_____N/A (hereinafter referred to as
_____N/A).

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

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

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

NOW, THEREFORE, the parties agree as follows:

**I.
Governmental Authority**

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

- 1.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule PS-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.

**II.
Quantity of Gas and Priority of Service**

- 2.1 Quantities parked under Rate Schedule PS-1 will be as specified in Shipper's delivery schedule to be provided to GTN.
- 2.2 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.
- 2.3 Prior to initiation of service, Shipper shall provide GTN with any information required by the FERC, as well as all information identified in GTN's Transportation General Terms and Conditions applicable to Rate Schedule PS-1.

**III.
Term of Agreement**

- 3.1 This Agreement shall become effective _____ APRIL 11, 2011, and shall continue in full force and effect until _____ JANUARY 30, 2012, and year to year thereafter until canceled by _____ NA day(s) prior written notice given by either party to the other.

**IV.
Points of Receipt**

- 4.1 The point(s) of receipt of gas deliveries to GTN is as designated in Exhibit A, attached hereto.
- 4.2 Shipper shall deliver or cause to be delivered to GTN the gas to be parked hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt.

**V.
Operating Procedure**

- 5.1 Shipper shall conform to the operating procedures set forth in GTN's Transportation General Terms and Conditions.

5.2 Nothing in Section 5.1 shall compel GTN to park gas pursuant to Shipper's request on any given day. GTN shall have the right to interrupt or curtail the parking of gas for the account of Shipper pursuant to GTN's Rate Schedule PS-1.

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

- 6.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule PS-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 Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in Exhibit B attached hereto.
- 6.2 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 6.3 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to Parking Service pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

VII.
Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the state of California.
- 7.2 Shipper agrees to indemnify and hold GTN harmless for refusal to park gas hereunder in the event any upstream transporter fails to deliver gas as contemplated by this Agreement.
- 7.3 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

_____ "GTN" _____ GAS TRANSMISSION NORTHWEST LLC

_____ 717 Texas Street, Suite 2400
_____ Houston, Texas -77002-2761
_____ Attention: -Commercial Services

"Shipper"

Attention:

"Shipper" POWEREX CORP.
Suite 1400
666 Burrard St.
Vancouver, British Columbia V6C 2X8
Attention: James Rausch

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

POWEREX CORP.

Contract electronically signed by Jim Rausch on
By: Pacific Express.
Name: Jim Rausch
Title: Gas Trader

**EXHIBIT A
TO THE PARKING SERVICE AGREEMENT**

Dated _____
Dated: 11th day of APRIL, 2011

Between

GAS TRANSMISSION NORTHWEST LLC

and _____

POWEREX CORP.

Receipt Point(s): All points along the mainline.
Maximum Quantity: 200,000

~~Receipt Point(s)~~

FIRST AMENDMENT TO PARKING SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PARKING SERVICE AGREEMENT (“First Amendment”) is made and entered into this _____ day of May, 2011 by and between Gas Transmission Northwest LLC (“GTN”), a Delaware limited liability company and Powerex Corp., a British Columbia corporation (“Powerex”).

WHEREAS, GTN and Powerex entered into that certain Parking Service Agreement No. P-11084, dated April 11, 2011 (“Agreement”); and

WHEREAS, the parties desire to amend Exhibit “B” of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the parties hereto agree as follows:

1. Exhibit “B” of the Agreement is hereby deleted in its entirety and replaced with the Amended Exhibit “B” attached hereto and incorporated herein by reference.
2. All other terms of the Agreement not modified by this First Amendment shall remain in full force and effect.

IT WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

GAS TRANSMISSION NORTHWEST LLC **POWEREX CORP.**

By: _____
Name: _____
Title: _____

By: _____
Title: _____

By: _____
Name: _____
Title: _____

AMENDED EXHIBIT B

Maximum Allowable Total
Quantity to be Parked: 200,000 Dth

Maximum Allowable Daily
Quantity to be Parked: 50,000 Dth per day (or as otherwise agreed upon by GTN and Powerex)

Allowable Period to Park
Quantities: April 11, 2011 – April 30, 2011

Allowable Period to Withdraw
Parked Quantities: January 1, 2012 – January 31, 2012

Rate: There are three rate components:

1. The Initial Parking Rate: \$0.20 per Dth applicable to each Dth parked during the Allowable Period to Park Quantities;
2. The Daily Parking Rate: equal to \$0.00073051 per day per Dth parked for the period April 11, 2011 – January 31, 2012;
3. The Final Day Parking Rate: \$0.20 per Dth applicable to each Dth withdrawn during the Allowable Period to Withdraw Parked Quantities.

Powerex shall use good faith efforts to park gas on a rateable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Powerex's Parking Service Agreement. In addition, Powerex shall use good faith efforts to withdraw all gas parked on a rateable basis, plus or minus 20%, or as otherwise mutually agreed between GTN and Powerex, and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.

Any quantities Powerex parks on GTN's system in excess of the contracted quantity between April 11, 2011 through April 30, 2011, and any quantities parked in periods other than April 11, 2011 through April 30, 2011, shall be subject to GTN's maximum tariff rate or other such generally available system-wide discounted rate under Rate Schedule PS-1.

The Initial Parking Rate shall not apply to any nominated and otherwise confirmable quantities GTN was unable to park on its system during the Allowable Period to Park Quantities (April 11, 2011 through April 30, 2011), which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex is obligated to make nominations on all available nomination cycles during the day to be eligible for waiver of Initial Parking Rates. Powerex shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.

The Final Day Parking Rate component of the Rate shall not apply to any quantities not withdrawn from GTN's system during the Allowable Period to Withdraw Parked Quantities due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during the withdrawal period, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Powerex is obligated to make nominations on all available nomination cycles during the day to be eligible for waiver of Final Day Parking Rates. Powerex shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.