



April 11, 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

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Re: Gas Transmission Northwest LLC
Negotiated Rate Agreement
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 sections² to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1-A (“Tariff”). These revised tariff sections are being submitted to update GTN’s reporting of a negotiated rate transaction GTN has entered into with Powerex Corp. GTN requests that the Commission accept the proposed tariff sections to be effective April 11, 2011.

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:

¹ 18 C.F.R. Part 154 (2011).

² Specifically, GTN is submitting 4.8 – Statement of Rates, Negotiated Rate Agreements-ITS-1, PS-1 and AIS-1 (“Section 4.8”), and 4.9 – Statement of Rates, Footnotes for Negotiated Rates-ITS-1, PS-1 and AIS-1 (“Section 4.9”).

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

This filing is being submitted to update GTN's reporting of negotiated rate transactions initiated in accordance with the Commission's October 28, 1999 Order in Docket No. RP99-518-000.³ Within GTN's Tariff, Section 4.8 identifies each negotiated rate agreement under Rate Schedule PS-1, including the shipper, the term of the contract, the contract quantity, the primary receipt and delivery points, and the rate to be charged. Section 4.9 includes footnotes that provide further detail for the various agreements listed on Section 4.8.

By this filing, GTN is modifying Section 4.8 to reflect a new negotiated rate agreement under Rate Schedule PS-1 with Powerex Corp. Service under this agreement commences April 11, 2011. GTN is additionally modifying Section 4.9 to accommodate an explanatory footnote (footnote 5) related to the new Powerex Corp. negotiated rate agreement. Specifically, GTN has modified footnote 5 to provide the details pertaining to the negotiated rate agreement between GTN and Powerex Corp. GTN notes that, on average, the rate paid under the Powerex Corp. agreement is at a discount when compared to the maximum tariff rate for service under Rate Schedule PS-1. Finally, as a housekeeping measure, GTN is concurrently deleting five (5) expired negotiated rate agreements from Section 4.8.

This negotiated rate agreement between GTN and Powerex Corp. does not contain any provision that deviates in any material respect from GTN's PS-1 Form of Service Agreement in its Tariff.

³ PG&E Gas Transmission, Northwest Corporation, 89 FERC ¶ 61,114 (1999).

Effective Date and Request for Waiver

GTN requests that the Commission approve the tariff sections 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. 714,⁵ GTN is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) The clean tariff sections (Appendix A); and
- 3) The marked tariff sections (Appendix B).

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.

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").

⁵ Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

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> |
|---|-----------------------|
| 4.8 – Statement of Rates, Negotiated Rate Agreements-ITS-1, PS-1 and AIS-1 | v.3.0.0 |
| 4.9 – Statement of Rates, Footnotes for Negotiated Rates-ITS-1, PS-1 and AIS-1 | v.3.0.0 |

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 Corp./1 | 04/11/11-01/30/12 | PS-1 | 200,000 | N/A | N/A | /5 |

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

Appendix B

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

Marked Tariff

| <u>Tariff Sections</u> | <u>Version</u> |
|---|----------------|
| 4.8 – Statement of Rates, Negotiated Rate Agreements-ITS-1, PS-1 and AIS-1 | v.3.0.0 |
| 4.9 – Statement of Rates, Footnotes for Negotiated Rates-ITS-1, PS-1 and AIS-1 | v.3.0.0 |

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 Corp./1 | 03/09/10-01/31/11 | PS-1 | 150,000 | N/A | N/A | /8 |
| Powerex Corp./1 | 08/01/09-10/31/10 | PS-1 | 150,000 | N/A | N/A | /4 |
| Powerex Corp./1 | 09/10/09-09/30/10 | PS-1 | 150,000 | N/A | N/A | /7 |
| Fortis Energy Marketing & Trading GP/1 | 11/21/09 | PS-1 | 100,000 | N/A | N/A | /9 |
| Sempra Energy Trading Corp./1 | 04/15/10-01/31/11 | PS-1 | 250,000 | N/A | N/A | /5 |
| Powerex Corp./1 | 04/11/11-01/30/12 | PS-1 | 200,000 | N/A | N/A | /5 |

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: | 2500,000 Dth |
| Maximum Allowable Daily Quantity to be Parked: | 250,000 Dth per day (or as otherwise agreed upon by GTN and <u>Powerex Corp.</u> Sempra) |
| <u>Maximum Allowable Daily Quantity to be Withdrawn:</u> | <u>20,000 Dth per day (or as otherwise agreed upon by GTN and Powerex Corp.)</u> |
| Allowable Period to Park Quantities: | April 15 1 - April 30, 2010 1 |
| Allowable Period to Withdraw Parked Quantities: | January 1 - January 31 0 , 2011 2 |
| Total Charge US\$ (assessed May 2011 0): | \$302 120 ,0500.00 |

~~Powerex Corp.~~Sempra Energy Trading Corp. ("Sempra") 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 ~~Sempra~~Powerex Corp.'s Parking Service Agreement. In addition, ~~Powerex Corp.~~Sempra 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.Sempra, and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.

Any quantities Powerex Corp.Sempra parks on GTN's system in excess of the contracted quantity between April 11, 2011, through April 30, 2011 (the "Parking Period"), and any quantities parked in periods other than April 11, 2011, through April 30, 2011 the Parking Period, 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.Sempra \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during April 11, 2011, through April 30, 2011 the Parking Period, 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 the Parking Period, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp.Sempra is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp.Sempra shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.

GTN shall reimburse Powerex Corp.Sempra \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during the withdrawal period between January 1, 2011 and January 31, 2011 (the "Withdrawal Period") due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during the wWithdrawal pPeriod, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Powerex Corp.Sempra is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp.Sempra 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