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**Fifth Revised Sheet No. 0** Great Lakes Gas Transmission LP: Second Revised Volume No. 1  
Fifth Revised Sheet No. 0  
Superseding: Fourth Revised Sheet No. 0

FERC Gas Tariff

Second Revised Volume No. 1

of

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

Filed with

Federal Energy Regulatory Commission

Communications Covering Tariff Should be Addressed to:

Joan Collins  
Manager, Tariffs and Compliance  
Great Lakes Gas Transmission Limited Partnership  
Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446  
Courier address: 717 Texas Street  
Houston, TX 77002-2761  
Phone: (832) 320-5651  
Fax: (832) 320-6651

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**Twenty-Third Revised Sheet No. 1** Twenty-Third Revised Sheet No. 1  
 Superseding: Twenty-Second Revised Sheet No. 1

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Effective Date: 06/01/1996 Status: Effective  
FERC Docket: RP96-217-000

**First Revised Sheet No. 2** First Revised Sheet No. 2 : Effective  
Superseding: ORIGINAL SHEET NO. 2

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

*Effective Date: 05/27/2009 Status: Effective*

*FERC Docket: RP09-549-000*

**Fourteenth Revised Sheet No. 3** Fourteenth Revised Sheet No. 3

Superseding: Thirteenth Revised Sheet No. 3

RESERVED FOR SYSTEM MAP

*Effective Date: 05/27/2009 Status: Effective*

*FERC Docket: RP09-549-000*

**Tenth Revised Sheet No. 3A** Tenth Revised Sheet No. 3A  
Superseding: Ninth Revised Sheet No. 3A

RESERVED FOR WESTERN ZONE MAP

*Effective Date: 05/27/2009 Status: Effective*

*FERC Docket: RP09-549-000*

**Thirteenth Revised Sheet No. 3B** Thirteenth Revised Sheet No. 3B

Superseding: Twelfth Revised Sheet No. 3B

RESERVED FOR CENTRAL ZONE MAP

*Effective Date: 05/27/2009 Status: Effective*

*FERC Docket: RP09-549-000*

**Tenth Revised Sheet No. 3C** Tenth Revised Sheet No. 3C

Superseding: Ninth Revised Sheet No. 3C

RESERVED FOR EASTERN ZONE MAP

Effective Date: / / Status: Effective  
 FERC Docket: RP91-143-037

Pro Forma Sheet No. 4 Pro Forma Sheet No. 4 : Superseded

\*\*\*\*\* CASE C \*\*\*\*\*

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
 Open Access Rates  
 Firm Transportation Service  
 Rate Schedule FT

	Western Zone 1/ 2/ 3/ Deliveries			Central Zone 1/ 2/ 3/ Deliveries			Eastern Zone 1/ 2/ 3/ Deliveries		
	(Rates per Mcf)			(Rates per Mcf)			(Rates per Mcf)		
Receipts in Western Zone -									
Reservation Fee	\$3.491			\$5.822			\$10.400		
Utilization Fee	0.00330			0.00624			0.01094		
Overrun Charge - Maximum	0.08528			0.14296			0.25517		
- Minimum	0.00330			0.00624			0.01094		
Max. Volumetric Rate at 100%L.F. 4/	0.11477			0.19141			0.34192		
Receipts in Central Zone -									
Reservation Fee	\$5.822			\$2.997			\$7.575		
Utilization Fee	0.00624			0.00294			0.00764		
Overrun Charge - Maximum	0.14296			0.07332			0.18553		
- Minimum	0.00000			0.00294			0.00764		
Max. Volumetric Rate at 100%L.F. 4/	0.19141			0.09853			0.24904		
Receipts in Eastern Zone -									
Reservation Fee	\$10.400			\$7.575			\$5.244		
Utilization Fee	0.01094			0.00764			0.00470		
Overrun Charge - Maximum	0.25517			0.18553			0.12785		
- Minimum	0.00000			0.00000			0.00470		
Max. Volumetric Rate at 100%L.F. 4/	0.34192			0.24904			0.17241		

- 
- 1/ Pursuant to Section 5.2 and 5.3 of Rate Schedule FT, Shipper shall pay in addition to the rate specified for this service, a GRI funding unit, if required, and an ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff.
  - 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Mcf.
  - 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
  - 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.

Effective Date: / / Status: Effective  
 FERC Docket: RP91-143-037

Pro Forma Sheet No. 4 Pro Forma Sheet No. 4 : Superseded

\*\*\*\*\* CASE A \*\*\*\*\*

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
 Open Access Rates  
 Firm Transportation Service  
 Rate Schedule FT

	Western Zone 1/ 2/ 3/ Deliveries	Central Zone 1/ 2/ 3/ Deliveries	Eastern Zone 1/ 2/ 3/ Deliveries
	(Rates per Mcf)	(Rates per Mcf)	(Rates per Mcf)
-----			
Receipts in Western Zone -			
-----			
Reservation Fee	\$3.462	\$5.793	\$10.371
Utilization Fee	0.00330	0.00624	0.01094
Overrun Charge - Maximum	0.08460	0.14228	0.25449
- Minimum	0.00330	0.00624	0.01094
Max. Volumetric Rate at 100%L.F. 4/	0.11382	0.19045	0.34096
Receipts in Central Zone -			
-----			
Reservation Fee	\$5.793	\$2.968	\$7.546
Utilization Fee	0.00624	0.00294	0.00764
Overrun Charge - Maximum	0.14228	0.07264	0.18485
- Minimum	0.00000	0.00294	0.00764
Max. Volumetric Rate at 100%L.F. 4/	0.19045	0.09758	0.24809
Receipts in Eastern Zone -			
-----			
Reservation Fee	\$10.371	\$7.546	\$5.215
Utilization Fee	0.01094	0.00764	0.00470
Overrun Charge - Maximum	0.25449	0.18485	0.12717
- Minimum	0.00000	0.00000	0.00470
Max. Volumetric Rate at 100%L.F. 4/	0.34096	0.24809	0.17145

- 
- 1/ Pursuant to Section 5.2 and 5.3 of Rate Schedule FT, Shipper shall pay in addition to the rate specified for this service, a GRI funding unit, if required, and an ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff.
- 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Mcf.
- 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
- 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.

Effective Date: / / Status: Effective  
 FERC Docket: RP91-143-037

Pro Forma Sheet No. 4 Pro Forma Sheet No. 4 : Superseded

\*\*\*\*\* CASE B \*\*\*\*\*

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
 Open Access Rates  
 Firm Transportation Service  
 Rate Schedule FT

	Western Zone 1/ 2/ 3/ Deliveries	Central Zone 1/ 2/ 3/ Deliveries	Eastern Zone 1/ 2/ 3/ Deliveries
	(Rates per Mcf)	(Rates per Mcf)	(Rates per Mcf)
-----			
Receipts in Western Zone -			
-----			
Reservation Fee	\$3.503	\$5.834	\$10.412
Utilization Fee	0.00330	0.00624	0.01094
Overrun Charge - Maximum	0.08556	0.14324	0.25545
- Minimum	0.00330	0.00624	0.01094
Max. Volumetric Rate at 100%L.F. 4/	0.11517	0.19180	0.34231
Receipts in Central Zone -			
-----			
Reservation Fee	\$5.834	\$3.009	\$7.586
Utilization Fee	0.00624	0.00294	0.00764
Overrun Charge - Maximum	0.14324	0.07360	0.18578
- Minimum	0.00000	0.00294	0.00764
Max. Volumetric Rate at 100%L.F. 4/	0.19180	0.09893	0.24940
Receipts in Eastern Zone -			
-----			
Reservation Fee	\$10.412	\$7.586	\$5.256
Utilization Fee	0.01094	0.00764	0.00470
Overrun Charge - Maximum	0.25545	0.18578	0.12813
- Minimum	0.00000	0.00000	0.00470
Max. Volumetric Rate at 100%L.F. 4/	0.34231	0.24940	0.17280

- 
- 1/ Pursuant to Section 5.2 and 5.3 of Rate Schedule FT, Shipper shall pay in addition to the rate specified for this service, a GRI funding unit, if required, and an ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff.
- 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Mcf.
- 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
- 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.

Effective Date: 08/01/2007 Status: Effective  
 FERC Docket: RP07-490-000

**Ninth Revised Sheet No. 4** Ninth Revised Sheet No. 4 : Effective  
 Superseding: Eighth Revised Sheet No. 4

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
 Open Access Rates  
 Firm Transportation Service  
 Rate Schedule FT 6/

	Western Zone 1/ 2/ 3/ Deliveries	Central Zone 1/ 2/ 3/ Deliveries	Eastern Zone 1/ 2/ 3/ Deliveries
	(Rates per Dth)	(Rates per Dth)	(Rates per Dth)
-----			
Receipts in Western Zone -			
-----			
Reservation Fee	\$3.458	\$5.759	\$10.278
Utilization Fee	0.00326	0.00616	0.01080
Overrun Charge - Maximum	0.08447	0.14140	0.25216
- Minimum	0.00326	0.00616	0.01080
Max. Volumetric Rate at 100%L.F. 4/5/	0.11369	0.18934	0.33791
-----			
Receipts in Central Zone -			
-----			
Reservation Fee	\$5.759	\$2.971	\$7.490
Utilization Fee	0.00616	0.00290	0.00754
Overrun Charge - Maximum	0.14140	0.07267	0.18343
- Minimum	0.00000	0.00290	0.00754
Max. Volumetric Rate at 100%L.F. 4/5/	0.18934	0.09768	0.24625
-----			
Receipts in Eastern Zone -			
-----			
Reservation Fee	\$10.278	\$7.490	\$5.189
Utilization Fee	0.01080	0.00754	0.00464
Overrun Charge - Maximum	0.25216	0.18343	0.12650
- Minimum	0.00000	0.00000	0.00464
Max. Volumetric Rate at 100%L.F. 4/5/	0.33791	0.24625	0.17060

Limited Firm Transportation Service  
 Rate Schedule LFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule LFT except that the maximum Reservation Fee shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places:  $LFT = FT \times ((TD - UD)/TD)$  where:

LFT = LFT Reservation Fee  
 FT = Applicable FT Reservation Fee  
 TD = Number of Days during Agreement Term  
 UD = Number of Unavailable Days

Expedited Firm Transportation Service  
 Rate Schedule EFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule EFT except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places:

$EFT = FT \times (24/EPF)$  where:  
 EFT = EFT Reservation Fee  
 FT = Applicable FT Reservation Fee  
 24 = Number of Hours in a Gas Day  
 EPF = MDQ/MHQ

- 1/ Pursuant to Section 5.3 of Rate Schedules FT, EFT, and LFT, Shipper shall pay, in addition to the rate specified for this service, an ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff.
- 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Dth.
- 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
- 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.
- 5/ 100% load factor rate is calculated as: (Reservation Fee x 12)/365, rounded to 5 decimal places.
- 6/ Pursuant to an approved Settlement, 93 FERC Paragraph 61,076 (2000), the rates shown are subject to

a rate moratorium until November 1, 2005 and waiver of applicable NGA Section 4 and 5 rights.



Effective Date: 02/01/2010 Status: Effective  
FERC Docket: RP10-253-000

**Seventh Revised Sheet No. 4A** Seventh Revised Sheet No. 4A  
Superseding: Sixth Revised Sheet No. 4A

SURCHARGES APPLICABLE TO INCREMENTALLY PRICED SERVICE

Contract Identification No. FT067 Service for Rochester Gas and Electric Company  
Related to Contract Dated July 13, 1992 1/  
Reservation Surcharge (\$0.862)  
Utilization Surcharge (0.00439)  
Max Volumetric Rate Surcharge at 100% L.F. 2/3/ (0.02834)

Contract Identification No. FT2321 Service for Dynegy Marketing & Trade, Inc.  
Contract Dated July 30, 2001 1/  
Reservation Surcharge (\$1.936)  
Utilization Surcharge 0.00598  
Max Volumetric Rate Surcharge at 100% L.F. 2/3/ (0.06365)

Contract Identification No. FT9141 Service for ANR Pipeline Company  
Contract Dated November 1, 2008 1/  
Reservation Surcharge (\$1.936)  
Utilization Surcharge 0.00598  
Max Volumetric Rate Surcharge at 100% L.F. 2/3/ (0.06365)

- 1/ These rates also apply to any superseding or superseded service. The amount charged for this service will equal the Reservation and Utilization Surcharges reflected plus the FT Zone Reservation and Utilization rates applicable for this incrementally priced service.  
2/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.  
3/ 100% load factor rate is calculated as: (Reservation Fee x 12)/365, rounded to five decimal places.

Effective Date: 08/01/2004 Status: Effective  
 FERC Docket: RP04-447-000

**Fifth Revised Sheet No. 5** Fifth Revised Sheet No. 5 : Effective  
 Superseding: Fourth Revised Sheet No. 5

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
 Open Access Rates  
 Interruptible Transportation Service  
 Rate Schedule IT 3/  
 -----

(Rates Per Dth)

	Western Zone Deliveries 1/ 2/ -----	Central Zone Deliveries 1/ 2/ -----	Eastern Zone Deliveries 1/ 2/ -----
Receipts in Western Zone - -----			
Utilization Fee- Maximum	\$0.08447	\$0.14140	\$0.25216
- Minimum	0.00326	0.00616	0.01080
Receipts in Central Zone - -----			
Utilization Fee- Maximum	\$0.14140	\$0.07267	\$0.18343
- Minimum	0.00000	0.00290	0.00754
Receipts in Eastern Zone - -----			
Utilization Fee - Maximum	\$0.25216	\$0.18343	\$0.12650
- Minimum	0.00000	0.00000	0.00464

- 
- 1/ Pursuant to Section 5.3 of Rate Schedule IT, Shipper shall pay, in addition to the specified rate  
 for this service, an ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff.
- 2/ The minimum charge for backhauls and/or exchange transportation shall be \$0.00 per Dth.
- 3/ Pursuant to an approved Settlement, 93 FERC Paragraph 61,076 (2000), the rates shown are subject to  
 a rate moratorium until November 1, 2005 and waiver of applicable NGA Section 4 and 5 rights.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-447-000

**Second Revised Sheet No. 5A** Second Revised Sheet No. 5A : Effective  
Superseding: First Revised Sheet No. 5A

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
Open Access Rates  
Market Center Services  
Rate Schedule MC (Rates Per Dth) 1/ 2/  
-----

	Maximum -----	Minimum -----
PARK and LOAN		
First Day Fee	\$0.25216	\$0.00000
Subsequent Day Fee	0.05043	0.00000

-----  
1/ An ACA charge set forth on Sheet No. 7 of this FERC Gas Tariff shall not be assessed on any transaction under Rate Schedule MC.  
2/ Pursuant to an approved Settlement, 93 FERC Paragraph 61,076 (2000), the rates shown are subject to a rate moratorium until November 1, 2005 and waiver of applicable NGA Section 4 and 5 rights.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP96-317-002

**Substitute Third Revised Sheet No. 6** Substitute Third Revised Sheet No. 6 : Effective  
Superseding: SECOND REVISED SHEET NO. 6

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
Transporter's Use Percentages  
For Transportation Services

Transporter's Use for Transportation per 75 Miles

- Maximum	0.700%
- Minimum	0.000%

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-976-000

**Twenty-Second Revised Sheet No. 7** Twenty-Second Revised Sheet No. 7  
Superseding: Twenty-First Revised Sheet No. 7

ANNUAL CHARGES ADJUSTMENT CLAUSE (ACA)  
CHARGE FACTOR

Rate per  
Dth  
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October 1, 2009 through September 30, 2010

\$0.00190

Effective Date: 03/08/1999 Status: Effective  
FERC Docket: RP99-220-000

**Original Sheet No. 7A** Original Sheet No. 7A : Effective

NEGOTIATED RATES  
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SHIPPER	RATE SCHEDULE	NEGOTIATED RATE	QUANTITY	POINT(S) OF RECEIPT	POINT(S) OF DELIVERY
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The Negotiated Rate Agreements described above do not deviate in any material respect from the Form of Service Agreements provided elsewhere in this FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

- 1.1 "Agreement" or "Service Agreement" shall mean the Transportation Service Agreement, Master Service Agreement, or Market Center Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto.
- 1.2 "British thermal unit (Btu)" shall mean the defined International Tables British Thermal Unit (Btu International Tables). The energy value rounded to 1 MMBtu = 1.055056 GJ. (Btu is measured on a dry basis at 14.73 psia, at 60 degrees Fahrenheit.)
- 1.3 "Business Day" shall be defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- 1.4 "C.C.T." shall mean Central Clock Time, representing the time in effect in the Central Time Zone of the United States at the time a transaction occurs, regardless of whether that time may be Standard Time or Daylight Savings Time as those terms are commonly known and understood.
- 1.5 "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.6 "Contract Year" shall be a period of twelve consecutive Months beginning on the first Day of November.
- 1.7 "Cubic Foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.
- 1.8 "Dekatherm" and "(Dth)" shall mean a quantity of gas containing one million (1,000,000) Btu's.
- 1.9 "Expedited Period of Gas Flow" and ("EPF") shall mean the minimum period of time in hours in which a shipper may receive its full MDQ under Rate Schedule EFT, as represented by the term "MDQ/MHQ".
- 1.10 "Equivalent Quantity" - shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter from Shipper for Transportation.
- 1.11 "Gas" shall mean pipeline quality gas that complies with the quality provisions as set forth in the Section 8 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.
- 1.12 "Gas Day" shall mean a period beginning at 9 a.m. Central Clock Time (C.C.T.) and ending at 9 a.m. (C.C.T.) on the next calendar day.
- 1.13 "GLConnect" shall mean the transactional portion of Transporter's Web site (Customer Activities Web Site) maintained in accordance with Section 24 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 1.14 "Heating Value" shall mean the gross heating value, measured in BTU's, resulting from the ideal combustion of one (1) cubic foot of anhydrous gas at a temperature of 60 degrees Fahrenheit and a constant pressure of 14.73 pounds per square inch where all the water formed by the reaction condenses to liquid.
- 1.15 "Hour" shall mean a period of sixty (60) consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other period of sixty consecutive minutes mutually acceptable to Transporter and Shipper.
- 1.16 "Loan" or "Loan Service" - shall mean an advance by Transporter to Shipper at a Market Center Point of a quantity of Gas nominated by Shipper as provided for under Transporter's Rate Schedule MC.

GENERAL TERMS AND CONDITIONS  
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(continued)

- 1.17 "Market Center Point" - shall mean a logical or "paper" point at which Transporter is authorized to receive and hold on behalf of Shipper or advance to Shipper a quantity of Gas nominated by Shipper pursuant to the Park and Loan Service of Rate Schedule MC or at which Transporter may provide Title Transfer Tracking Service under Rate Schedule MC. Transporter has established Market Center Points to correspond to each physical receipt and delivery point on its system. However, to nominate a Market Center Point, Shippers shall simply nominate at the corresponding physical point.
- 1.18 "Market Center Service" - shall mean the providing by Transporter of Park and Loan Service and/or Title Transfer Tracking Service under Transporter's Rate Schedule MC.
- 1.19 "Master Service Agreement" shall mean a form of agreement that facilitates the contracting and capacity release process. In lieu of executing individual Transportation Service Agreements, Transporter and Shipper may execute a Master Service Agreement to cover multiple firm or limited firm transportation transactions, or temporary capacity release transactions. In conjunction with a Master Service Agreement, Shipper will also execute an Award Acknowledgment, either in writing or electronically, in the event that Shipper obtains capacity on Transporter's system. This Award Acknowledgment will serve to confirm those variable terms specific to the individual transaction. An executed Master Service Agreement does not preclude either Transporter or Shipper from requesting that an individual Transportation Service Agreement be executed for a given firm or limited firm transportation transaction, or for a given temporary capacity release transaction.
- 1.20 "Maximum Daily Quantity" and "(MDQ)" - shall mean the largest daily quantity of gas exclusive of the Transporter's Use that (a) Shipper may tender for Transportation Service and/or Park and Loan Services in the aggregate to all point(s) of receipt, and (b) Transporter is required to deliver to all point(s) of delivery.
- 1.21 "Maximum Hourly Quantity" and "(MHQ)" shall mean the largest quantity of gas that Transporter is obligated to deliver to the point(s) of Delivery, as set forth in the Rate Schedule EFT Transportation Agreement, during any Hour of the Gas Day, and shall reflect an hourly rate of gas flow that is no less than 1/16th and no greater than 1/4th of the MDQ under the Agreement.
- 1.22 "Maximum Quantity" or "MQ" - shall mean the largest total quantity of Gas that a Shipper may have parked on or borrowed from Transporter's system.
- 1.23 "Mcf" shall mean one thousand (1,000) cubic feet of gas.
- 1.24 "Month" shall mean the period beginning at 9 a.m. (C.C.T.), on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.
- 1.25 "Off-System Capacity" shall mean capacity acquired by Transporter on other natural gas systems to provide service options to its shippers, including Seamless Transportation Service.
- 1.26 "Park" or "Parking Service" - shall mean the receipt at a Market Center Point by Transporter of a quantity of Gas nominated by Shipper and the holding of such Gas by Transporter on behalf of Shipper as provided for under Transporter's Rate Schedule MC.
- 1.27 "Reduction Option" shall be an option to terminate a Rate Schedule FT, EFT, or LFT Service Agreement early and/or reduce the capacity held thereunder for some portion of the term, including multiple periods within the term.
- 1.28 "Scheduled Daily Delivery" shall mean the quantity of gas, up to the MDQ, scheduled by Transporter based upon Shippers nomination and the applicable allocation procedures, and confirmed by Shipper to be delivered or tendered to Transporter for Transportation.
- 1.29 "Seamless Transportation Service" shall mean service provided to a Shipper(s) utilizing capacity on Transporter's own system together with off-system capacity.

GENERAL TERMS AND CONDITIONS

(continued)

- 1.30 "Shipper" shall mean an entity or its agent that has executed an Agreement in the form prescribed under this FERC Gas Tariff, Second Revised Volume No. 1, providing for the Transportation, the Parking or Loaning, or the Title Transfer Tracking of gas by Transporter. Shipper or its agent may also net or trade imbalances as provided in Section 3.9 of the General Terms and Conditions.
- 1.31 "Tender Gas," "Tender of Gas" and "Gas Tendered" shall mean the actual quantity of gas the delivering party is able and willing, and offers to deliver to the receiving party at the appropriate point(s) of receipt or delivery.
- 1.32 "Title Transfer Tracking" or "Title Transfer Tracking Service" - shall mean the tracking of the transfer of title to a quantity of Gas nominated by a Shipper at a Market Center Point as provided for under Transporter's Rate Schedule MC.
- 1.33 "Transportation" and "Transportation Service" shall mean transportation of gas.
- 1.34 "Transporter" shall mean Great Lakes Gas Transmission Limited Partnership. Great Lakes Gas Transmission Company is Agent and Operator for Transporter and is authorized to exercise all rights and privileges of Transporter under this tariff.
- 1.35 "Transporter's Use" shall mean Transporter's compressor fuel, unaccounted gas and other operating usage, i.e., heating of compressor stations and compressor station blowdowns.
- 1.36 "Unavailable Day" shall mean a Gas Day when Transportation Service shall not be provided under Transporter's Rate Schedule LFT.
- 1.37 "Year" shall mean a period of 365 consecutive Days, provided however that any Year that contains a date of February 29 shall consist of 366 consecutive Days.
- 1.38 "Web site" shall mean Transporter's Internet home page accessible via the World Wide Web at [www.glt.com](http://www.glt.com), which contains information about Transporter's services and access to Transporter's Customer Activities Web Site - GLConnect.

GENERAL TERMS AND CONDITIONS

(continued)

2. REQUEST FOR SERVICE

2.1 Requests

- a) In order to be considered for firm (Rate Schedule FT), expedited firm (Rate Schedule EFT), limited firm (Rate Schedule LFT), and interruptible (Rate Schedule IT) Transportation Services or Market Center Service (Rate Schedule MC) under this FERC Gas Tariff Second Revised Volume No. 1, a potential Shipper shall submit to Transporter a Service Request Form ("Request"), as shown separately in this tariff. Requests shall be sent to:
- Great Lakes Gas Transmission Company  
717 Texas Street  
Houston, TX 77002-2761  
Attn: Commercial Services
- b) In circumstances where Transporter already possesses the static information, e.g., address, contacts, etc., for a Shipper and where the variable information, e.g., MDQ, term, etc., is provided through other reliable sources, e.g., a bid for Transportation Service, Shipper shall not be required to provide all or a portion of the information included in such Request. It will, however, be the responsibility of Shipper to notify Transporter of any changes to the information already in Transporter's possession.
- c) Transporter shall evaluate and respond to each Request. If the Request has not provided all of the required information, Transporter will send a deficiency letter within fifteen (15) Days of Transporter's receipt of the request specifying the additional information needed before the Request can be evaluated. The Request shall be null and void if Shipper fails to furnish additional information within fifteen (15) Days of the date of the deficiency letter. Transporter may, on a not unduly discriminatory basis, exercise its right to extend the period within which Shipper must furnish the additional information. If the request is deemed valid the response to Shipper will be within thirty (30) Days of Transporter's receipt of the Request pursuant to Section 2.1(f) below.
- d) Unless Shipper has an established credit history with Transporter or the Request represents a change to an existing service, each Request under Rate Schedule FT, Rate Schedule EFT, and Rate Schedule LFT to this FERC Gas Tariff, Second Revised Volume No. 1 shall be accompanied by a certified or cashier's check payable to Transporter in an amount equal to the lesser of \$10,000 or the first three Months of the applicable Reservation Fees, which amount shall be applied, until fully used, against the first amounts due by Shipper to Transporter as reservation and utilization fees. Transporter may, on a not unduly discriminatory basis, exercise its right to waive such amount as unnecessary to ensure Shipper's future transport on Transporter's system. If Transporter and Shipper do not execute an Agreement within the time period provided in Section 2.1(f), such amount, including any interest that will accrue at the rate set forth in Section 154.501 of the Commission's Regulations, shall be returned to Shipper.

GENERAL TERMS AND CONDITIONS

(continued)

- e) The applicable Commission filing fees relative to service under Rate Schedules FT, EFT, LFT, and IT shall be paid by the Shipper pursuant to Section 5.1 of Rate Schedules FT, EFT, LFT, and IT in this FERC Gas Tariff, Second Revised Volume No. 1.
- f) Transporter shall tender an Agreement along with a letter identifying all subsequent information that is required before Transporter will execute the agreement, within thirty (30) Days after a Request is deemed valid; provided, however, that Transporter is not required to tender an Agreement for service pursuant to any Request seeking firm under this Rate Schedule FT, expedited firm Transportation Service Rate Schedule EFT, or limited firm Transportation Service under Rate Schedule LFT to this FERC Gas Tariff, Second Revised Volume No. 1, if: (1) Transporter does not have or sufficient capacity to render additional firm, expedited firm, or limited firm service, (2) Transporter has capacity to render the requested firm, expedited firm, or limited firm service, but Shipper cannot commence service the first Day of the Month following the Shipper's execution of the Agreement, or on such later date as is mutually agreeable. Shipper shall have thirty (30) Days from the date the unexecuted Agreement is sent to Shipper in which to execute the Agreement and to provide the required subsequent information or the Request shall be deemed null and void. Within thirty (30) Days of the receipt by Transporter of the executed Agreement, and all satisfactory subsequent information from the Shipper, the Transporter will execute the Agreement and return an executed original to the Shipper.
- g) Transporter may conduct an open season for available capacity that is not otherwise subject to a pending request for transportation services. If Transporter conducts such an open season it will post a notice of the open season on its Web Site to afford all potential shippers an opportunity to acquire the capacity. Any award of capacity through an open season is subject to the requirements for service to commence as set forth in this FERC Gas Tariff, Second Revised Volume No. 1, including Transporter's creditworthiness requirements. Any potential shipper wishing to purchase the capacity in an open season may participate in the open season. criteria, Transporter will use nondiscriminatory and objective posting, bidding, and evaluation which evaluation criteria will be specified in the notice of open season, along with the be details of what constitutes a valid bid request. The successful bidder(s), if any, will hours of identified by posting of a notice on Transporter's Web Site within twenty-four (24) for the the close of the open season. Once an open season commences, all requests for service process. capacity available through the open season will be treated under this open season
- h) If Transporter is willing to consider offers for available or unsubscribed capacity containing Reduction Options, Transporter shall so state in its notice of such capacity. Such notice may include specific criteria of the acceptable terms for any Reduction Option. Transporter, in its determination of the value of a request for service containing a Reduction Option, will only consider the minimum incremental revenue guaranteed under if the Service Agreement (i.e. the least possible revenue resulting from the transaction) to the option is or is not exercised, including any exit payment that the Shipper proposes to pay at the exercise of its option.



GENERAL TERMS AND CONDITIONS

(continued)

2.2 Pre-arranged Transportation Service and Interim Service

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- a) Pre-arranged Service. Transporter may enter into an agreement with a Shipper for transportation service for a future period ("Pre-arranged Service") for unsubscribed firm capacity posted on Transporter's Web Site that is available or that will become available not subject to a right of first refusal, pursuant to Section 16 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, or to any other Shipper rights. If there is an open season ongoing for certain capacity, Transporter will not enter into a Pre-arranged Service for that capacity during the open season.
- rights  
Site.  
Pre-arranged
- b) Interim Service. Capacity that is under contract for a future period may be available for transportation service on an interim basis up to the commencement date of the Pre-arranged Service. The availability of interim capacity, including any limitations on the renewal for such capacity pursuant to Subsection 2.2 (c), will be posted on Transporter's Web Site. Transporter shall award the interim capacity up to the commencement date of the Service to Shippers requesting such service.
- Transporter  
refusal,
- c) Capacity Reservation. In order to reserve capacity under a Pre-arranged Service, Transporter reserves the right to limit any Shipper renewal rights, including the right of first refusal, which might otherwise apply to interim sales of the capacity, provided that:
- and for
1. Upon entering into a Pre-arranged Service for which capacity is to be reserved which renewal rights on any interim sales of such capacity shall be limited, Transporter will post a notice on its Web Site indicating the terms of the Pre-arranged Service, and that the pre-arranged capacity is available for bidding.
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2. Except as provided otherwise in this Subsection 2.2 (c) (2), Transporter shall bids and award the pre-arranged capacity in accordance with Subsection 2.1 (g) General Terms and Conditions. Pre-arranged capacity shall be available for at least five (5) business days, and Transporter shall evaluate acceptable bids on a net present value (NPV) basis. The criteria for acceptable bids shall be the posting for bids. Bids may be for service to commence on the earliest date capacity is available or some other future date. At the end of the bidding Transporter shall evaluate acceptable bids on a net present value (NPV) basis, utilizing the FERC approved interest rate as the discount rate, with the of any future bids reduced by the time value of the delay in the receipt of Any bid rate higher than the maximum applicable tariff rate shall be deemed to equal to the maximum applicable tariff rate. NPV shall only include revenues by the reservation rate, or any other form of revenue guarantee, as proposed in for the capacity. If an acceptable bid yields a higher NPV than that of the arranged Service, the pre-arranged Shipper shall have a one-time right to match

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highest competing bid in order to retain the capacity. If the pre-arranged elects not to match the highest competing bid, the capacity shall be awarded to competing shipper whose acceptable bid produced the highest NPV. Nothing in section shall require Transporter to discount below the maximum rate applicable transportation service nor shall Transporter be required to agree to any other

GENERAL TERMS AND CONDITIONS

(continued)

3. NOMINATIONS, SCHEDULING AND ALLOCATION

3.1 General Nomination Guidelines

- a) Shipper shall furnish a nomination under Transporter's Rate Schedule FT, EFT, LFT, or IT of the estimated daily quantities of gas it desires Transporter to transport from each point of receipt to each point of delivery (Pathed Nomination Model as defined by the North American Energy Standards Board and incorporated in Section 23 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1). Further, the sum of the transportation quantities nominated along any segment shall not exceed the aggregate MDQ for that segment. However, Shipper may nominate its full MDQ at a point as both a forward haul and a backhaul at the same time, subject to availability and operational capabilities at that point. Any quantities nominated at such point that are inverse in direction to that provided in the Agreement, shall be given a secondary priority status pursuant to Subsection 11.1.3.2(c) of these General Terms & Conditions for allocation purposes.
- Any quantities nominated in excess of the MDQ (for agreements containing Maximum Overrun Quantity (MOQ) caps, as described in Section 11.1.4 herein) shall be nominated independently of quantities nominated within the MDQ specified in the Agreement.
- Shipper shall also furnish a nomination for the estimated daily quantities of Gas for which it desires Park and Loan or Title Transfer Tracking Service under Transporter's Rate Schedule MC.
- b) All nominations must be made electronically either through GLConnect or through EDI pursuant to Subsection 24 of the General Terms and Conditions, or by such other mutually agreed upon method. In the event of a failure of electronic nomination communication equipment, the Internet, or a third party service provider, or any other similar emergency event, Shipper may submit and Transporter will accept written nominations. Any such emergency event shall be handled in a not unduly discriminatory manner.
- c) If Transporter is required to allocate the capacity of its system among its Shippers on any Gas Day pursuant to Section 11 hereof, Transporter shall use the information furnished by each Shipper on the nomination in making such allocation.

GENERAL TERMS AND CONDITIONS

(continued)

3.1 General Nomination Guidelines (continued)

- daily
- d) In order to maintain efficient operation and to allow for optimum system utilization, Shipper shall notify Transporter of any changes of daily deliveries to Transporter or receipts from Transporter which deviate from scheduled nominations. Transporter shall notify Shipper of any changes of daily receipts from Shipper or of any daily deliveries to Shipper. The notification required by the preceding two sentences shall be made by telephone or other instant communication immediately upon knowledge thereof.
- e) In an effort to expedite the confirmation of nominations with upstream and downstream interconnects and to facilitate the movement of gas across the pipeline grid, Transporter shall permit Shipper to aggregate nominations at all points of interconnect under multiple transportation contracts with the use of a Transporter defined account number. Such account number will be used by Transporter in the nomination confirmation process with interconnecting parties.
- end
- f) Shipper shall have the ability to make nominations with roll over options and shall have the ability to nominate for multiple months or years, provided the nomination begin and dates are within the term of the Shipper's Service Agreement. Any Shipper submitting nominations, however, for periods beyond the current month shall be required to submit revised nominations for the upcoming business month after Transporter's Use percentages for said month are established. Transporter will post such percentages on its Web Site by the fifteenth (15th) day of the month preceding business.
- receipt
- g) Transporter has established a pooling point on its system at the Emerson point of interconnection. For administrative purposes, this pooling point shall be considered a logical point located immediately downstream of the physical interconnect. Shippers will be allowed to aggregate gas at the Emerson pooling point from multiple physical or logical points, and/or dis-aggregate gas from the Emerson pooling point to multiple physical or logical points. Shippers may make deliveries to the Emerson pooling point from any point, or make deliveries to any point on the system from the Emerson pooling point. The priority for the Emerson pooling point shall be the same as the priority for the Emerson physical point for each Service Agreement.

3.2 Nomination Timeline

- Evening
- a) Shippers, including Title Transfer Tracking Service Providers (TTTSPs), will have five(5) cycles during which nominations can be submitted: the Timely nomination cycle, the nomination cycle, the Intra-Day 1 nomination cycle, the Intra-Day 2 nomination cycle, and the Last Intra-Day nomination cycle. The nominations submitted during the Evening, Intra-Day 1, Intra-Day 2, and Last Intra-Day nomination cycles shall be known as intra-day nominations.

GENERAL TERMS AND CONDITIONS

(continued)

3.2 Nomination Timeline (continued)

b) Transporter and its Shippers shall follow the following timeline for the nomination and confirmation of gas quantities (all times shown are Central Clock Time (C.C.T.)).

	On the calendar day prior to the Gas Day		On the Gas Day		
	TIMELY	EVENING	INTRA- DAY 1	INTRA- DAY 2	LAST INTRA- DAY 2/
Nomination leaves control of Shipper	11:30 a.m.	6:00 p.m.	10:00 a.m.	5:00 p.m.	2:45 a.m.
Nomination due to Transporter	11:45 a.m.	6:15 p.m.	10:15 a.m.	5:15 p.m.	3:00 a.m.
Quick Response (as defined in NAESB Standards) sent to those Shippers nominating via EDI	12:00 noon	6:30 p.m.	10:30 a.m.	5:30 p.m.	3:15 a.m.
Completed confirmations received by Transporter from connected parties	3:30 p.m.	9:00 p.m.	1:00 p.m.	8:00 p.m.	4:30 a.m.
Scheduled quantities provided to Shippers and point operators and to provide notice to bumped parties (See Section 11.2) 1/	4:30 p.m.	10:00 p.m.	2:00 p.m.	9:00 p.m.	5:00 a.m.
	On the Gas Day				
	TIMELY	EVENING	INTRA- DAY 1	INTRA- DAY 2	LAST INTRA- DAY
Effective time of flow	9:00 a.m.	9:00 a.m.	5:00 p.m.	9:00 p.m.	5:00 a.m.

1/ "Provide" shall mean, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.  
 2/ Nominations under the Last Intra-Day cycle shall be on a best efforts basis, subject to pipeline operations.

GENERAL TERMS AND CONDITIONS

(continued)

3.2 Nomination Timeline (continued)

- c) Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.
- d) Intra-day nominations span only one Gas Day and do not replace the remainder of a standing nomination.
- e) Bumping is not allowed during the Intra-Day 2 and Last Intra-Day nomination cycles.
- f) Transporter may, on a not unduly discriminatory basis, extend the "Nominations due to Transporter" deadlines stated herein, provided that such action does not adversely impact any other shipper(s) on Transporter's pipeline system.

3.3 Imbalances and Penalties

It is recognized that daily variances between scheduled and actual quantities at an interconnecting point may be beyond Shipper's control. Such variances will be considered imbalances. Transporter shall reconcile imbalances with the related interconnecting, or

welded,

party through the use of OBA arrangements or by allocating such imbalance to the primary transportation agreement at a particular interconnecting point (use of swing allocation methodology as approved in NAESB flowing gas standards), or as otherwise agreed upon by the parties. Other methodologies that may be agreed upon by the parties include Ranked, Pro-Rata, Percentage, and Operator Provided Value. In the absence of such arrangements between Transporter and the interconnecting party, any imbalances at an interconnecting point shall be allocated on a pro-rata basis to all shippers at the affected point based on scheduled and confirmed nominations. All imbalances shall be kept to a minimum permitted by operating conditions and shall be balanced as soon as practicable without adversely affecting Transporter's operations or its ability to meet all other obligations. Transporter will

provide

a statement of imbalance to Shipper at the time of, or prior to, the rendering of the transportation invoice, as described in Section 9.1 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Transporter will also provide timely information, based on actual data, on the imbalance and overrun status of each Shipper and of the system as

a

whole on its web site. Such information will include statements updated daily of the status during the course of a month and at month-end.

appropriate

After notification to Shipper by Transporter of an imbalance, Shipper shall make the nomination, in accordance with the time periods set forth in Subsection 3.1 and 3.2 above, or change in gas flow to correct the imbalance.

statutory

The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other or contractual rights shall not otherwise be diminished by this standard.

deliver

It shall be the responsibility of Shipper to monitor, control and adjust deliveries of gas to Transporter and receipts of gas from Transporter. Transporter shall not be obligated to

Shipper

to Shipper at the delivery point(s) quantities in excess of the quantities received from

quantities

at the receipt point(s) after deductions for Transporter's Use, nor shall Transporter be obligated to receive from Shipper at the receipt point(s) quantities in excess of the

the

delivered to the Shipper at the delivery point(s) after deduction for Transporter's Use. In

an

event of an imbalance resulting directly or indirectly from Shippers' actions or inactions, Transporter may, in addition to any other remedies under law that it may have, charge Shipper

imbalance penalty.

GENERAL TERMS AND CONDITIONS

(continued)

3.3 Imbalances and Penalties (continued)

(a) Accumulated Imbalances: If Shipper fails to maintain a balance of receipts and deliveries and such failure is not the result of force majeure as specified in Section 10 of these General Terms and Conditions, Transporter may impose an imbalance penalty only to the extent that Transporter's ability to maintain reliable service was impaired. No imbalance penalty shall be assessed until Transporter has notified Shipper that an imbalance exists and Shipper has failed to take corrective action acceptable to Transporter.

1. For purposes of this provision, an "Accumulated Imbalance Quantity" shall mean the cumulative difference between actual month-end receipts and deliveries as posted on Transporter's web site under the Service Agreement since the date of initial service; "Tolerance Level" shall mean the greater of 2,000 Dth or five percent (5%) of the total quantity of gas delivered by Transporter to Shipper during any Month; and "Imbalance Penalty Quantity" shall mean that portion of the Accumulated Imbalance Quantity in excess of the Tolerance Level which threatens to impair reliable service.

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Day  
period.

An imbalance penalty shall be levied by Transporter against any Shipper who has not the Accumulated Imbalance Quantity to within the Tolerance Level by the sixtieth (60th) following notification of the imbalance (make-up period), but only to the extent that such imbalance impaired reliable service (Imbalance Penalty Quantity). Any additional net imbalances incurred during the make-up period will be subject to a separate make-up

gas,  
Natural  
Shipper

At the end of any make-up period, if Shipper shall have an Accumulated Imbalance Quantity, regardless of whether this quantity is an overdelivery or an underdelivery of which is in excess of the Tolerance Level, Transporter shall apply an imbalance penalty upon the Imbalance Penalty Quantity equal to twice the price indicated for Canadian Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian Export/U.S. entry point. The issue of this publication shall be the most recently available edition at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.) Any such assessed penalty shall be paid to Transporter by in dollars (U.S.).

Once a penalty has been assessed the Imbalance Penalty Quantity is corrected. Imbalance Penalty Quantities for which a penalty has been paid shall be removed from the Accumulated Imbalance Quantity.

The netting and trading of imbalances is permitted pursuant to Section 3.9 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Nothing herein shall limit Transporter's right to take actions of whatever nature as may be required to correct imbalances which threaten the integrity of its system, including maintenance of service to other customers.

2. The imbalance penalty provided for hereunder shall not apply in the event of the occurrence of any event of force majeure as defined in Section 10 of the General Terms and Conditions or of an event of curtailment on the Transporter's System as defined in Section 11 of the General Terms and Conditions of this Tariff.

GENERAL TERMS AND CONDITIONS

(continued)

3.3 Imbalances and Penalties (continued)

(b) Imbalances at Termination of Agreement

In the event the quantities of gas received and delivered are not in balance at the end of the term of the Agreement, then such balancing shall be achieved within sixty (60) Days after determination of such imbalance by extending receipts or deliveries as applicable at the appropriate point(s) of receipt or point(s) of delivery until such imbalance is satisfied or by such other method mutually agreed upon by the parties which balances the parties with Equivalent Quantities of gas. The penalty charged by Transporter for imbalance gas still owing to the Transporter after such sixty (60) Day period, if any,

that

Shipper is unable to supply to Transporter shall be twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian Export/U.S. entry point. The issue of this publication shall be the most recently available edition at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.)

3.4 Scheduling of Transportation and Allocation of Capacity

In scheduling nominated quantities, Transporter shall utilize the priorities established in Section 11 hereof. If, on any Day, Transporter determines that the capacity of its system, or portion(s) thereof, is insufficient to serve all requirements scheduled for such Day or is insufficient to accept the quantities of gas tendered for transportation by Shipper, then Transporter shall allocate its available capacity on the basis of the procedures contained in Section 11 hereof.

Transporter shall notify Shipper of scheduled quantities by 4:30 p.m. (C.C.T.) on the day prior to the day service shall begin under a nomination.

Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Eighth Revised Sheet No. 13** Eighth Revised Sheet No. 13 : Effective  
Superseding: Seventh Revised Sheet No. 13

GENERAL TERMS AND CONDITIONS  
(continued)

3.5 Scheduling Penalty

For service under Rate Schedule FT, Rate Schedule LFT, and Rate Schedule IT, a penalty shall be levied by Transporter and paid in dollars (U.S.) by any Shipper who deviates from the limits specified below. Such penalties shall apply on an individual contract basis. Nothing herein shall limit the Transporter's right to take actions of whatever nature as may be required to correct deviations which threaten the integrity of its system, including maintenance of service to other customers.

A daily scheduling penalty, as stated below, shall be levied by Transporter and paid in dollars (U.S.) by any Shipper who, upon notification by Transporter of the existence of deviations in scheduled deliveries to be received by the Transporter at each point of receipt on a daily basis, fails to correct the problem on a prospective basis after a 48 hour grace period. Such penalty shall be applied daily to the quantities which deviate from the limits specified below, on a prospective basis, commencing after the 48 hour grace period and initial notification by Transporter. This penalty shall continue through the Month in which notification was given or until the deviation is corrected.

The penalty shall be the maximum applicable Rate Schedule IT rate for the zones of the service to be provided. The penalty shall be billed each month based on daily quantities which deviate from Daily Scheduled Deliveries by the greater of 10% or 2,000 Dth. The penalty is in addition to applicable transportation charges.

3.6 Hourly Variation

Receipts and deliveries, except deliveries for Rate Schedule EFT, shall be made at uniform hourly rates throughout the Gas Day to the extent practicable; Transporter, however, may agree on a not unduly discriminatory basis to receive or deliver Gas at a non-uniform rate during any hour. Subject to Section 2(e) of Rate Schedule EFT, Shippers under such Rate Schedule shall be entitled to maximum hourly deliveries equal to the respective delivery point MHQ.

3.7 Limitation of Obligation

In the event that any gas in excess of the Scheduled Daily Delivery would adversely affect Transporter's operations and/or its ability to meet its contract commitments to others, Transporter shall have the right to refuse to accept, without any liability to Shipper or any other person, all or such part of the excess delivery as Transporter deems necessary, and Transporter shall notify Shipper accordingly as soon as feasible. To the extent Transporter is required to accept any such gas due to operational conditions on its system, Transporter shall be entitled to retain the gas for its own account and to utilize such gas for any lawful purpose, without payment therefor, subject to the balancing provisions of this FERC Gas Tariff, Second Revised Volume No. 1.

GENERAL TERMS AND CONDITIONS  
(continued)

3.8 Operational Arrangements

It is essential that Transporter maintain operational and physical control of its pipeline system to ensure the integrity of that system and to assure that necessary Transportation Service is provided to Transporter's Shippers during a contract year. From time to time it may be necessary for the Transporter to enter into operational arrangements with other pipeline companies, local distribution companies, Shippers under either Transporter's FERC Gas Tariff, Original Volumes No. 2 or Second Revised Volume No. 1, or other persons to maintain such operational and physical control of the pipeline system. Examples of such operational arrangements include, but are not limited to, operational balancing agreements with pipeline companies, local distribution companies, Shippers or other operators of facilities interconnecting with Transporter's system, agreements necessary to effectuate construction and maintenance on the system, agreements necessary to continue service during unplanned outages or emergency situations, and operational purchases and sales of gas pursuant to Section 3.8(A) herein. As necessary, Transporter shall enter into such operational arrangements. These operational arrangements shall reflect the constraints on the Transporter's pipeline system

that

exist from time to time. The intended effect of such operational arrangements on Transporter's Shippers shall be to ensure the integrity of Transporter's pipeline system to minimize any inconvenience to Transporter's Shippers and assure that contracted Transportation Service is provided during a contract year.

(A) Operational Purchases and Sales

(1) Transporter may buy and/or sell gas to the extent necessary to:

- (a) maintain system pressure and line pack;
- (b) manage system imbalances;
- (c) perform other operational functions of Transporter in connection with transportation, and other similar services; or
- (d) otherwise protect the operational integrity of Transporter's system.

Receipt

than firm

(2) Any operational purchases and/or sales will be made on an unbundled basis and at Points. Operational purchases or sales shall have a lower transportation priority service.

on its

with

Transporter

(3) Transporter will post its operational purchases and/or sales quantities for bidding web site or alternatively on third party electronic bulletin boards(s) in accordance the applicable bidding provisions which will be posted at the time of the sale.

reserves the right, in its sole discretion, to:

- (a) withdraw its postings;
- (b) reject all bids due to operational changes; and
- (c) reject any bids which do not meet the terms of the posting, which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

operational

will

(4) Transporter will file a report on or before May 1 of each year reflecting the purchases/sales for the 12-month period ending the preceding December 31. The report will indicate:

- (a) the source of the operational gas purchased/sold;
- (b) the date of the purchase/sale;
- (c) volumes;
- (d) the purchase/sale price;
- (e) the costs and revenues from the purchase/sale;
- (f) the disposition of the associated costs and revenues;
- (g) an explanation of the purpose of any operational purchase/sale; and
- (h) whether Transporter exercised its rights under Section 3.8(A) (3) (b) and (c)

to

withdraw postings or reject bids for operational sales transactions.

GENERAL TERMS AND CONDITIONS  
(continued)

3.9 Imbalance Netting and Trading

(A) Operational Impact Area

An Operational Impact Area is the largest possible area on Transporter's system in which imbalances have a similar operational effect and within which Shippers can net or trade imbalances. On Transporter's system there is one (1) Operational Impact Area consisting of the Western, Central, and Eastern rate zones. Shippers on Transporter's system may net or trade imbalances within and across all three (3) rate zones.

(B) Imbalance Netting

(1) At the end of each Month, Transporter shall net all of a Shipper's imbalances within each rate zone on and across its Service Agreements to provide the Shipper with the lowest possible net imbalance or to accumulate imbalances within each rate zone to facilitate the trading of imbalances with other Shippers. Transporter will first net imbalances among a Shipper's Agreements under the same Rate Schedule and then will net imbalances across the Shipper's Service Agreements under all Rate Schedules.

(2) In the event that Shipper desires to net imbalances across rate zones, Shipper shall be subject to the applicable charges and fees for Transportation Service across the rate zones only if any such charges and fees for the service have not already been paid. Any such Transportation Service necessary to effectuate imbalance netting across rate zones shall be administered under the Transportation Service Agreement of the Shipper's choosing. Shipper must notify Transporter of its desire to net imbalances across rate zones under the Transportation Service Agreement chosen by the Shipper.

(C) Imbalance Trading

(1) Posting of Imbalances for Trade

- (a) A Shipper may notify Transporter either electronically or in writing that it wishes its imbalance(s) to be posted on Transporter's Web Site as being available for trading. Shipper shall communicate to Transporter: the quantity available for trading; the point or zone where the imbalance is located; a contact name, phone number, and e-mail address; and any special conditions. Authorization to post imbalances received by Transporter by 11:45 a.m. (CCT) shall be posted by 8:00 a.m. (CCT) on the following business day.
- (b) A Shipper may also notify Transporter to automatically post its imbalances on the Web Site. In its notice Shipper shall communicate to Transporter a contact name, phone number, and e-mail address and any special conditions. Such imbalances shall be posted to Transporter's Web Site concurrently with the daily issuance of imbalance statements. Such postings will reflect actual imbalance data. Transporter shall continue to post imbalances for trading until subsequent notice is provided to Transporter by Shipper to discontinue such posting.

(2) Trading of Imbalances

- (a) After a trade has been negotiated by or among Shippers, one Shipper (the Initiating Trader) shall notify Transporter either electronically or in writing of its request to trade imbalances with another Shipper (the Confirming Trader). The Initiating Trader must also communicate to Transporter: the parties to the trade; contact names, phone numbers, and e-mail addresses; the imbalance quantity to be traded; and the locations of the imbalances to be traded.
- (b) Before Transporter shall facilitate the imbalance trade, the Confirming Trader must verify the terms of the trade and notify Transporter in writing of its acceptance of such terms.
- (c) In the event that the Shippers desire to trade imbalances across rate zones, the Initiating Trader shall be subject to the applicable transportation charges and fees for Transportation Service across the rate zones only if any such charges and fees

for

the service have not already been paid. Any such Transportation Service necessary to effectuate imbalance trading across rate zones shall be administered under the Transportation Service Agreement of the Shippers' choosing.

*Effective Date: 06/01/2003 Status: Effective*  
*FERC Docket: RP00-329-004*

**Substitute First Revised Sheet No. 13C** Substitute First Revised Sheet No. 13C : Effective  
Superseding: Original Sheet No. 13C

GENERAL TERMS AND CONDITIONS  
(continued)

3.10 Third Party Imbalance Management Services

Nothing in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 shall preclude Shippers from obtaining imbalance management services from a third party provider.

GENERAL TERMS AND CONDITIONS

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(continued)

4. PRESSURE AT POINT(S) OF RECEIPT AND DELIVERY

4.1 Pressure at Point(s) of Receipt

Unless otherwise agreed to by the parties as set forth in the Agreement, Shipper shall cause the gas to be delivered to Transporter at the point(s) of receipt at a pressure sufficient to allow the gas to enter Transporter's existing pipeline system at the varying pressures that may exist in the system from time to time; provided, however, that the pressure of the gas delivered

or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure ("MAOP") of Transporter's system as specified for the point(s) of receipt in the Agreement. In the event the MAOP of Transporter's system at the point(s) of receipt specified in the Agreements, is increased or decreased from time to time, then the MAOP of the gas delivered or caused to be delivered by Shipper to Transporter at the point(s) of receipt shall be correspondingly increased or decreased upon prior written notification by Transporter to Shipper.

4.2 Pressure at Point(s) of Delivery

Unless otherwise agreed to by the parties as set forth in the Agreement, Transporter shall deliver gas to Shipper at the point(s) of delivery at Transporter's prevailing line pressure as the pressure may vary from time to time up to the MAOP of Transporter's system at the point(s) of delivery.

GENERAL TERMS AND CONDITIONS

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(continued)

5. MODIFICATION OF POINTS OF RECEIPT AND DELIVERY

5.1 For purposes of this subsection, the following terms shall have the following meanings:

5.1.1 "Primary Receipt Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Second Revised Volume No. 1 as the primary point for receipt of natural gas on a firm basis.

The receipt points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Second Revised Volume No. 1) on November 1, 1993 shall become Primary Receipt Points under those Agreements on November 1, 1993 without further action by a Shipper.

5.1.2 "Secondary Receipt Point" shall mean a receipt point that is not a Primary Receipt Point.

5.1.3 "Primary Delivery Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Original Volume No. 3 (now contained in this Second Revised Volume No. 1) as a primary point for delivery of natural gas on a firm basis.

The delivery points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Second Revised Volume No. 1) on November 1, 1993 shall become Primary Delivery Points under those Agreements on November 1, 1993 without further action by a Shipper.

5.1.4 "Secondary Delivery Point" shall mean a delivery point that is not a Primary Delivery Point.

5.1.5 "Transportation Path" shall mean that area of the Transportation Service provided under Shipper's Agreement that is bounded by the farthest upstream Primary Receipt Point within Shipper's Agreement and the farthest downstream Primary Delivery Point within Shipper's Agreement (or vice-versa where the receipt point is downstream of the delivery point).

GENERAL TERMS AND CONDITIONS

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(continued)

5.2 Shippers with Agreements under Rate Schedule IT to this FERC Gas Tariff, Second Revised Volume No. 1:

- (a) May utilize all receipt points on Transporter's system, and
- (b) May utilize all delivery points on Transporter's system.

All Rate Schedule IT Agreements in existence on November 1, 1993 shall be deemed to have as receipt points all receipt points on Transporter's system and to have as delivery points all delivery points on Transporter's system.

5.2.1 Shippers may utilize Primary and Secondary points to segment capacity for their own use subject to the general nomination guidelines described in Section 3.1 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1 and provided that the segmentation nomination is operationally feasible. The aggregate nominated MDQ along any segment shall not exceed the service entitlement of the Transportation Agreement. Segmentation may occur at any point on Transporter's System whether a physical or a virtual point.

5.3 Shipper may request to permanently remove, add, or adjust the maximum daily receipt quantity at any Primary Receipt Point within the zone(s) for which Shipper is paying (Primary Point Adjustment). Shippers seeking a permanent Primary Point Adjustment shall provide Transporter with written request of such change at least 5 days prior to the desired effective date of the change. For Primary Point Adjustment Requests received after June 1, 2003, the sum of the maximum daily receipt quantities for all Primary Receipt Points under Shipper's Transportation Service Agreement, as adjusted, shall be equal to the Maximum Daily Quantity of Shipper's Transportation Service Agreement. Acceptance of a Primary Point Adjustment is subject to the availability of capacity and the operational and metering capabilities at the specified point(s). The Adjustment must not diminish Transporter's ability to maintain its service priorities to other customers, including but not limited to, other firm contractual commitments and pressure requirements. Transporter shall not be required to accept a Primary Point Adjustment if the Adjustment would reduce the reservation charges applicable under the Shipper's Transportation Service Agreement. Transporter shall evaluate any Primary Point Adjustment Request on a not unduly discriminatory basis with, and applying the same standards for evaluating, any request(s) for new service at such point(s). For purposes of evaluating a Primary Point Adjustment Request, the Primary Point Adjustment will have an NPV of zero, unless the applicable reservation charges for the service have been changed to create a positive NPV. Upon acceptance of a Primary Point Adjustment, Shipper's Transportation Service Agreement shall be permanently revised to reflect the Primary Points, maximum daily receipt quantities, effective date, and, if applicable, any change in reservation charge as stated on Shipper's Primary Point Adjustment Request, and Shipper shall permanently relinquish its right to points or quantities no longer reflected on its Transportation Service Agreement. Transporter may remarket the capacity and primary point rights relinquished by the Shipper.



GENERAL TERMS AND CONDITIONS  
(continued)

5.4 Secondary Receipt Points

5.4.1 Shipper may utilize any receipt point within its Transportation Path as a Secondary Receipt Point. Use of any such point is subject to the metering capabilities at that point and must not diminish Transporter's ability to maintain its service priorities to other customers, including but not limited to, other firm contractual commitments and pressure requirements. Shipper shall continue to pay the Reservation Fee or Volumetric Rate applicable to its Primary Receipt Point for any such deliveries, unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the Primary Receipt Point.

5.4.2 Shipper may utilize any receipt point outside its Transportation Path, as a Secondary Receipt Point, such usage is subject to the availability of pipeline capacity at and from the receipt point. Shipper shall continue to pay the Reservation Fee or Volumetric Rate applicable to its Primary Receipt Point, unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the Primary Receipt Point. In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.

5.4.3 Secondary Receipt Points are automatically available. Notification of their use is to be made through the nominating process set forth in Section 3 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

5.5 Shipper may request to permanently remove, add, or adjust the maximum daily delivery quantity at any Primary Delivery Point within the zone(s) for which Shipper is paying (Primary Point Adjustment). Shippers seeking a permanent Primary Point Adjustment shall provide Transporter with written request of such change at least 5 days prior to the desired effective date of the change. For Primary Point Adjustment Requests received after June 1, 2003, the sum of the maximum daily delivery quantities for all Primary Delivery Points under Shipper's Transportation Service Agreement, as adjusted, shall be equal to the Maximum Daily Quantity of Shipper's Transportation Service Agreement. Acceptance of a Primary Point Adjustment is subject to the availability of capacity and the operational and metering capabilities at the specified point(s). The Adjustment must not diminish Transporter's ability to maintain its service priorities to other customers, including but not limited to, other firm contractual commitments and pressure requirements. Transporter shall not be required to accept a Primary Point Adjustment if the Adjustment would reduce the reservation charges applicable under the Shipper's Transportation Service Agreement. Transporter shall evaluate any Primary Point Adjustment Request on a not unduly discriminatory basis with, and applying the same standards for evaluating, any request(s) for new service at such point(s). For purposes of evaluating a Primary Point Adjustment Request, the Primary Point Adjustment will have an NPV of zero, unless the applicable reservation charges for the service have been changed to create a positive NPV. Upon acceptance of a Primary Point Adjustment, Shipper's Transportation Service Agreement shall be permanently revised to reflect the Primary Points, maximum daily delivery quantities, effective date, and, if applicable, any change in

reservation charge as stated on Shipper's Primary Point Adjustment Request, and Shipper shall permanently relinquish its right to points or quantities no longer reflected on its Transportation Service Agreement. Transporter may remarket the capacity and primary point rights relinquished by the Shipper.

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**Substitute Original Sheet No. 15A** Substitute Original Sheet No. 15A : Effective  
Superseding: Substitute Original Sheet No. 15

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Secondary Delivery Points

5.6.1 Shipper may utilize any delivery point within its Transportation Path as a Secondary Delivery Point.

Use of any such point is subject to the metering capabilities at that point and must not diminish Transporter's ability to maintain its service priorities to other customers, including but not limited to, other firm contractual commitments and pressure requirements. Shipper shall continue to pay the Reservation Fee or Volumetric Rate to its Primary Delivery Point for any such deliveries, unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the Primary Delivery Point.

5.6.2 Shipper may utilize any delivery point outside its Transportation Path, as a Secondary Delivery Point, such usage is subject to the availability of pipeline capacity at and to the delivery point.

Shipper shall continue to pay the Reservation Fee or Volumetric Rate applicable to its Primary Delivery Point, unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the Primary Delivery Point. In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.

5.6.3 Secondary Delivery Points are automatically available. Notification of their use is to be made through the nominating process set forth in Section 3 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 01/01/2008 Status: Effective  
 FERC Docket: RP08-78-000

**Eighth Revised Sheet No. 16** Eighth Revised Sheet No. 16 : Effective  
 Superseding: Seventh Revised Sheet No. 16

GENERAL TERMS AND CONDITIONS

(continued)

PHYSICAL RECEIPT POINTS

Mile Post	Name	Interconnect	Zone
000.0	Emerson	TransCanada Pipelines Limited	West
407.4	Wakefield	Northern Natural Gas Company	Central
732.2	Hudson	Hudson Pipeline & Processing Co., LLC	Central
739.3A	Jordan Valley	Westside Pipeline Company	Central
748.1	South Chester	ANR Pipeline Company	East
750.0	Wilderness	Wilderness Energy Services	East
752.8	Deward	ANR Storage Company	East
757.1	Goose Creek	Michigan Consolidated Gas Company	East
815.7B	Farwell	ANR Pipeline Company	East
915.06	Richfield	Blue Skies Energy, LLC	East
946.0	Capac	Mid Michigan Gas Storage Company	East
1) 960.3	Muttonville	ANR Pipeline Company	East
960.3F	Rattle Run	Bluewater Gas Storage, LLC	East
969.9	Belle River Mills	Michigan Consolidated Gas Company	East

1) The Muttonville receipt point replaces Muttonville-ANR effective November 1, 2006.

Effective Date: 04/18/2009 Status: Effective  
 FERC Docket: RP09-462-000

**Eighth Revised Sheet No. 16A** Eighth Revised Sheet No. 16A  
 Superseding: Seventh Revised Sheet No. 16A

GENERAL TERMS AND CONDITIONS

(continued)

PHYSICAL DELIVERY POINTS

Mile Post	Name	Interconnect	Zone
000.7B	Clow	ANR Pipeline Company	West
074.3	Thief River Falls	Minnesota Energy Resources Corporation	West
086.4	Mayfield	Minnesota Energy Resources Corporation	West
120.1	Clearbrook	City of Clearbrook	West
135.9	Lammers	Otter Tail Energy Services Co.	West
139.3	Solway	Minnesota Energy Resources Corporation	West
150.0	Bemidji	Minnesota Energy Resources Corporation	West
157.5	Grace Lake	Minnesota Energy Resources Corporation	West
164.9	Cass Lake	Northwest Natural Gas of Cass County, Inc.	West
203.9	Deer River	Minnesota Energy Resources Corporation	West
212.8A	Cohasset	City of Cohasset	West
212.8B	Little Bass	Minnesota Power	West
220.2A	Grand Rapids, NMU	Minnesota Energy Resources Corporation	West
220.2B	Grand Rapids, NN	Northern Natural Gas Company	West
253.8	Floodwood	Minnesota Energy Resources Corporation	West
283.5A	Cloquet	Minnesota Energy Resources Corporation	West
283.5B	Carlton	Northern Natural Gas Company	West
299.3	Duluth	City of Duluth	West
307.5	Superior	Superior Water, Light and Power	West
362.5	Ashland	Northern States Power Company	Central
398.1	Ironwood	Northern States Power Company	Central
423.0	Marenisco	Northern States Power Company	Central
450.5A	Watersmeet	SEMCO Energy Gas Company	Central
450.5B	Duck Creek	Wisconsin Electric Power Company and WPS Energy Services, Inc.	Central
487.7B	Fortune Lake	ANR Pipeline Company	Central
498.4	Crystal Falls (Inactive)	Michigan Consolidated Gas Company	Central
506.6	Sagola	Michigan Consolidated Gas Company	Central
562.0	Rapid River	Michigan Consolidated Gas Company	Central
597.7	Manistique	SEMCO Energy Gas Company	Central
633.9	Engadine	SEMCO Energy Gas Company	Central
679.1	St. Ignace	SEMCO Energy Gas Company	Central
686.3	Mackinaw	Michigan Consolidated Gas Company	Central
702.2	Pellston	Michigan Consolidated Gas Company	Central
728.4	Petoskey	Michigan Consolidated Gas Company	Central
739.3B	Gaylord	Michigan Consolidated Gas Company	Central
748.1	South Chester	ANR Pipeline Company	East
752.8	Deward	ANR Storage Company	East
815.7B	Farwell	ANR Pipeline Company	East
845.0	Chippewa	Michigan Gas Storage Company	East
846.1	Midland	Midland Cogeneration Venture L.P.	East
897.3	Birch Run	Consumers Energy Company	East
910.9B	Otisville	ANR Pipeline Company	East
946.0	Capac	Mid Michigan Gas Storage Company	East
1) 960.3	Muttonville	ANR Pipeline Company	East
960.3D	Bauman	SEMCO Energy Gas Company	East
960.3F	Rattle Run	Bluewater Gas Storage, LLC	East
969.9	Belle River Mills	Michigan Consolidated Gas Company	East
971.1	China Twp.	SEMCO Energy Gas Company	East
973.2	St. Clair	TransCanada PipeLines Limited	East
2) 027.1S	Rudyard	Michigan Consolidated Gas Company	Central
2) 041.2S	Sault Ste. Marie, MichCon	Michigan Consolidated Gas Company	Central
2) 044.2S	Sault Ste. Marie, TCPL	TransCanada PipeLines Limited	Central
1)	The Muttonville delivery point replaces Muttonville-ANR, Muttonville-S.E., Muttonville-Greenwood, and Muttonville-ANR Link effective November 1, 2006.		
2)	Mile Post represents the distance from the Sault tie-in at M.P. 660.8.		

GENERAL TERMS AND CONDITIONS

(continued)

6. MEASUREMENT

- 6.1 The unit of volume for the purpose of measurement shall be one thousand cubic feet of gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.73 pounds per square inch absolute (psia). The Dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by one thousand (1,000).
- 6.2 The average absolute atmospheric (barometric) pressure at each point of receipt and each point of delivery shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of the actual location or elevation above sea level of the point of receipt or point of delivery or of any variation in actual atmospheric pressure from time to time.
- 6.3 The flowing temperature of the gas(es) shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- 6.4 The supercompressibility factor used in computing the volume of gas delivered through an orifice (NX-19 Report) shall be determined in a manner consistent with the method contained in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas Report" or American Gas Association "Compressibility Factors of Natural Gas and Other Related Hydrocarbon Gases" (AGA Report No. 8), as such publications may be revised from time to time.
- 6.5 The specific gravity of the gas used in computing the volume of gas delivered shall be determined at intervals of not more than thirty (30) Days by means of an instrument(s) of standard manufacture accepted in the industry for this purpose using a sample of gas, or a representative sample of gas, of the gas stream flowing to the point of receipt or point of delivery.
- 6.6 The compressibility ratio factor "s" used in computing the volume of gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation  $s = (Fpv)^2$ , in which "Fpv" is the supercompressibility factor determined as described in Subsection 6.4, hereof.
- 6.7 In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of gas delivered through a meter, the flowing gas temperature for only the period(s) of time that gas was flowing through the meter shall be used.
- 6.8 The cutoff for the closing of measurement is five (5) business days after month end.

GENERAL TERMS AND CONDITIONS

(continued)

7. MEASUREMENT EQUIPMENT

7.1

(a) The volume of gas delivered at the point(s) of receipt and at the point(s) of delivery shall be measured by:

issue (i) An orifice meter designed, installed, maintained and operated as recommended in the latest

Report No. of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement

such

3")

publication may be revised from time to time (hereinafter referred to as "AGA Report No.

(revisions will be incorporated within a reasonable time period); or

issue

(ii) A turbine meter designed, installed, maintained and operated as recommended in the latest

to

of American Gas Association Transmission Measurement Committee Report No. 7 entitled

"Measurement of Fuel Gas by Turbine Meters", as such publication may be revised from time

within a

time (hereinafter referred to as "AGA Report No. 7") (revisions will be incorporated

reasonable time period); or

(iii) A positive displacement meter installed and operated in accordance with generally accepted industry practices; or

latest

(iv) An Ultrasonic meter designed, installed, maintained and operated as recommended in the

from

issue of American Gas Association Transmission Measurement Committee Report No. 9 entitled

"Measurement of Gas by Multipath Ultrasonic Meters", as such publication may be revised

incorporated

time to time (hereinafter referred to as "AGA Report No. 9") (revisions will be

within a reasonable time period).

(b) The construction and installation of the metering facilities shall be in accordance with the recommendations and specifications set forth by the reports specified in Section

7.1(a) (i), (ii), and

(iv) hereof or by the meter manufacturer specified in Section 7.1(a) (iii) hereof.

7.2 Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally

accepted industry practices. Chromatographs calculating the heating value (Btu) of the gas shall be programmed having the Gas Processors Association (GPA) Standard 2145 Table of Paraffin Hydrocarbons

and

Other Components of Natural Gas.

7.3 The volume of gas delivered at each point of receipt and point of delivery shall be calculated by means of

of

an electronic flow computer located at, or by the processing of meter charts recorded at, each point

performed in

the following manner:

computed

(a) When the measuring equipment is an orifice meter, the flow of gas through the meter shall be

in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.

shall

(b) When the measuring equipment is a turbine meter, the volume of gas delivered through the meter

be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.

(c) When the measuring equipment is a positive displacement meter, the volume of gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing gas temperature, (3) compressibility ratio and (4) specific gravity.

(d) When the measuring equipment is an ultrasonic meter, the volume of gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 9, properly using all factors set forth therein.

7.4 The operator, for purposes of this subsection, shall be the owner of the equipment referenced herein, or the agent of the owner, or such other person as the parties may agree in writing.

GENERAL TERMS AND CONDITIONS

(continued)

All flow, measuring, testing and related equipment shall be of standard manufacture, and type approved by Transporter. Transporter or Shipper may install check measuring equipment, provided that such equipment shall be installed so as not to interfere with the operations of the operator. Transporter, or Shipper, in the presence of the other party

or

operator, if applicable, shall have access to measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts, if any, shall be done by the operator of the facilities. Transporter or Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the operator of the measuring equipment. The records from such measuring equipment shall remain the property of the operator, but upon request, Shipper or Transporter may request records, including charts, if any, together with calculations therefrom for inspection, subject to return within ten (10) business days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of gas received and delivered.

The accuracy of all measuring equipment shall be verified by operator at intervals of not more than six (6) Months, and if requested, in the presence of representatives of the Shipper or Transporter, but neither Transporter, Shipper nor operator shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. However, if an electronic measurement system is utilized, its components shall be calibrated at least once every ninety (90) Days. If the operator agrees to verification and testing of measuring equipment and fails to perform the verification and testing, then Shipper or Transporter shall have the right to cease or temporarily discontinue service under this Agreement relative to such measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of

the

equipment. The expense of any special test shall be borne by the party requesting it if the measuring equipment is found to be in error by not more than 2%.

If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2%, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of testing to record correctly. If, however, the resultant

aggregate

error in computing receipts or deliveries exceeds 2%, at a recording corresponding to the average hourly rate, of gas flow rate for the period since the last preceding test; the previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon, but in case the period is not known definitely, or agreed upon, the correction shall be for the period extending over one-half of the time elapsed since the date of the last test.

7.5 In the event any measuring equipment is out of service, or is found registering inaccurately, previous recordings of receipts or deliveries through such equipment shall be corrected using the following procedures:

(a) by using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);

special

(b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or in the absence of both (a) and (b) then;

GENERAL TERMS AND CONDITIONS

(continued)

(c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

The correction period shall not exceed one (1) Year.

7.6 If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.

7.7 The parties agree to preserve for a period of at least three (3) Years or such longer period as may be required by public authority, all test data, charts and other similar records.

8. QUALITY

8.1 Heat Content

Heat content shall mean the gross heating value per cubic foot of gas delivered at each point of receipt and point of delivery. Gas delivered by Shipper to Transporter at each point of receipt shall have a heat content not greater than 1069 Btu's per cubic foot nor less than

967

Btu's per cubic foot when determined on a pressure base of 14.73 psia and dry. Transporter shall have the right to waive such Btu content limits if, in Transporter's sole opinion, Transporter is able to accept gas with a Btu content outside such limits without affecting Transporter's operations. The total heating value per cubic foot of gas shall be determined at intervals of not more than thirty (30) Days by means of an instrument(s) of standard manufacture accepted in the industry for this purpose or using a sample of gas representative of the gas stream that is being delivered to Transporter or received from Transporter at the point(s) of receipt or delivery.

In the event, however, that the heat content of Gas received by Transporter at any point drops below the Btu level at which the MDQs of Transportation Service Agreements for that receipt point are currently based and Transporter is unable to Transport Shipper's Scheduled Daily Delivery from that receipt point due to the drop in the Btu level, Transporter shall utilize the Curtailment provision of Section 11.4 of the General Terms and Conditions.

For the purpose of calculating receipts and deliveries, the heat content of the gas so determined at each such point shall be deemed to remain constant at such point until the determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of gas on a dry basis at a temperature of sixty degrees (60°) Fahrenheit and an absolute pressure of 14.73 psia.

8.2 Freedom from Objectionable Odor and Matter

The gas received and delivered hereunder:

- (a) shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Transporter;
- (b) shall not contain more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of gas;

(d) shall not at any time have an oxygen content in excess of one percent (1%) by volume and the parties shall make every reasonable effort to keep the gas free of oxygen;

GENERAL TERMS AND CONDITIONS

(continued)

(c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

The correction period shall not exceed one (1) Year.

7.6 If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.

7.7 The parties agree to preserve for a period of at least three (3) Years or such longer period as may be required by public authority, all test data, charts and other similar records.

8. QUALITY

8.1 Heat Content

Heat content shall mean the gross heating value per cubic foot of gas delivered at each point of receipt and point of delivery. Gas delivered by Shipper to Transporter at each point of receipt shall have a heat content not greater than 1069 Btu's per cubic foot nor less than

967 Btu's per cubic foot when determined on a pressure base of 14.73 psia and dry. Transporter shall have the right to waive such Btu content limits if, in Transporter's sole opinion, Transporter is able to accept gas with a Btu content outside such limits without affecting Transporter's operations. The total heating value per cubic foot of gas shall be determined at intervals of not more than thirty (30) Days by means of an instrument(s) of standard manufacture accepted in the industry for this purpose or using a sample of gas representative of the gas stream that is being delivered to Transporter or received from Transporter at the point(s) of receipt or delivery.

In the event, however, that the heat content of Gas received by Transporter at any point drops below the Btu level at which the MDQs of Transportation Service Agreements for that receipt point are currently based and Transporter is unable to Transport Shipper's Scheduled Daily Delivery from that receipt point due to the drop in the Btu level, Transporter shall utilize the Curtailment provision of Section 11.4 of the General Terms and Conditions.

For the purpose of calculating receipts and deliveries, the heat content of the gas so determined at each such point shall be deemed to remain constant at such point until the determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of gas on a dry basis at a temperature of sixty degrees (60°) Fahrenheit and an absolute pressure of 14.73 psia.

8.2 Freedom from Objectionable Odor and Matter

The gas received and delivered hereunder:

- (a) shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Transporter;
- (b) shall not contain more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of gas;

(d) shall not at any time have an oxygen content in excess of one percent (1%) by volume and the parties shall make every reasonable effort to keep the gas free of oxygen;

GENERAL TERMS AND CONDITIONS

(continued)

- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.
- (d) These corrections, or any other measurement or data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

7.6 If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.

7.7 The parties agree to preserve for a period of at least three (3) Years or such longer periods as may be required by public authority, all test data, charts and other similar records.

8. QUALITY

8.1 Heating Value

Gas delivered by Shipper to Transporter at each point of receipt shall have a heating value not greater than 1069 Btu's per cubic foot nor less than 967 Btu's. Transporter shall have the right to waive such Btu content limits if, in Transporter's sole opinion, Transporter is able to accept gas with a Btu content outside such limits without affecting Transporter's operations. The heating value shall be determined at intervals of not more than thirty (30) Days by means

of an instrument(s) of standard manufacture accepted in the industry for this purpose or using a sample of gas representative of the gas stream that is being delivered to Transporter or received from Transporter at the point(s) of receipt or delivery.

In the event, however, that the heating value of Gas received by Transporter at any point drops below 1013 Btu, which is the Btu level at which the MDQs of Service Agreements are currently based and Transporter is unable to Transport a Shipper's Scheduled Daily Delivery due to the drop in the Btu level, Transporter shall utilize the Curtailment provision of Section 11.4 of the General Terms and Conditions, but only for those Shippers from whom Transporter receives Gas at that point.

For the purpose of calculating receipts and deliveries, the heating value of the gas so determined at each such point shall be deemed to remain constant at such point until the next determination.

8.2 Freedom from Objectionable Odor and Matter

The gas received and delivered hereunder:

- (a) shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Transporter;
- (b) shall not contain more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of gas;
- (d) shall not at any time have an oxygen content in excess of one percent (1%) by volume and the parties shall make every reasonable effort to keep the gas free of oxygen;

GENERAL TERMS AND CONDITIONS

(continued)

- (e) shall not contain as nearly as practicable any free water nor contain more than four (4) pounds of water vapor per million cubic feet of gas;
- (f) shall not contain more than two percent (2%) by volume of carbon dioxide;
- (g) shall be at a temperature not in excess of one hundred twenty degrees (120°) Fahrenheit or less than twenty degrees (20°) Fahrenheit; and
- (h) shall not contain more than three percent (3%) by volume of nitrogen.

8.3 Failure to Meet Specifications

Should any gas tendered for delivery by Shipper fail at any time to conform to any of the specifications of this section, Transporter shall notify Shipper of the failure and Transporter may suspend all or a portion of the receipt of any such gas if it will jeopardize operation of Transporter's system or will cause Transporter to suffer an economic loss; and Transporter shall be relieved of all obligations for the duration of such time as the gas does not meet the specifications; provided however that Transporter shall have the right to waive the specifications set forth in this section if, in Transporter's sole opinion, Transporter is able to accept such non-conforming gas without adversely affecting Transporter's operations.

8.4 Commingling

It is recognized that gas delivered by Shipper will be commingled with other gas transported by Transporter. Accordingly, the gas of Shipper shall be subject to such changes in heat content as may result from such commingling and Transporter shall, notwithstanding any other provision in this FERC Gas Tariff, Second Revised Volume No. 1, herein, be under no obligation to redeliver for Shipper's account, gas of a heat content identical to that caused to be delivered by Shipper to Transporter.

9. BILLING AND PAYMENT

9.1 Billing

On or before the fourth (4th) business day of each Month, Transporter shall e-mail to Shipper a notification that the statement of the amount due for the preceding Month under Transporter's applicable rate schedule(s) is available for viewing on Transporter's Web Site. In computing amounts due, Transporter may utilize estimates of the quantity of gas received from or delivered to Shipper during a Month in place of actual quantities when actual quantities are not reasonably available; provided, however, that adjustments shall be made as soon as is possible for differences between estimated and actual quantities. Any additional invoice backup shall accompany or precede the invoice.

When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish that information to Transporter on or before the second (2nd) business Day of the Month following the Month of delivery.

9.2 Examination of Records

Both Transporter and Shipper have the right to examine, at reasonable times, books, records and charts of the other party to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

GENERAL TERMS AND CONDITIONS

(continued)

9.3 Payment

Shipper shall pay Transporter on or before the tenth (10th) day subsequent to receipt of the Section 9.1 e-mail notification. If the day that a payment is otherwise due and payable falls on a non-banking day (such as Saturday, Sunday or a legal holiday), the payment shall become due and payable on the closest banking day that succeeds such day. All payments by Shipper to Transporter shall be made in United States dollars by electronic transfer directed to a bank account designated by Transporter, or in such other manner as may from time to time be agreed upon.

Shipper should submit supporting documentation with payment and also identify invoice number(s) on all payments. Transporter will apply payment per supporting documentation provided by the Shipper and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer, in which case the remittance detail is due within two business days of the payment due date.

9.4 Failure to Pay

Should Shipper fail to pay all of the amount of any statement as herein provided when that amount is due, interest on the unpaid portion of the bill shall accrue at the rate set forth in Section 154.501 of the Commission's Regulations, from the due date until the date of payment. Transporter may, on a not unduly discriminatory basis, exercise its right to waive accrual of interest on any unpaid portion. Transporter shall have the right, pursuant to Subsection 26.2 (E) of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, to suspend or terminate service to Shipper in addition to any other remedy Transporter may have hereunder. However, if Shipper, in good faith, disputes the amount of any bill or part thereof and: i) promptly pays to Transporter the undisputed amount, and ii) furnishes to Transporter a good and sufficient surety bond in an amount, and with surety satisfactory to Transporter, or provides other assurance acceptable to Transporter guaranteeing payment to Transporter of the amount ultimately found due upon the bill after a final determination that may be reached either by agreement or by judgment of the courts, as may be the case, then Transporter shall not be entitled to automatically suspend service under the Agreement unless and until default be made in the conditions of the bond or other assurance. If: (i) it is determined that Transporter is incorrect and also at fault with regard to the billing dispute and (ii) the Shipper has furnished a surety bond to avoid the suspension of service under the Agreement, then Transporter shall reimburse Shipper up to the reasonable and customary cost of the surety bond provided.

9.5 Adjustment of Billing Errors

Subject to the provisions of Section 7.5, if it shall be found that at any time or times Shipper has been overcharged or undercharged in any form and Shipper shall have actually paid the bills containing the overcharge or undercharge, then within thirty (30) days after the final determination thereof, either Transporter shall refund the amount of any overcharge or Shipper shall pay the amount of any such undercharge. If an error is discovered in the amount billed in any statement rendered by Transporter, the error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall be made within thirty (30) days from the date of discovery of such error, but in any event within six (6) months from the date of such statement (the initial transportation invoice) with a three (3) month rebuttal period. The six (6) month limitation shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Notwithstanding the foregoing, parties' other statutory or contractual rights shall not otherwise be diminished by the procedures described in this section. If the parties are unable to agree on the adjustment of any claimed error, then any legal proceedings shall be commenced by either of the parties within fifteen (15) months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred. Transporter shall retain billing records for no less than three (3) years.

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FERC Docket: RP06- 58-000

**Original Sheet No. 22A** Original Sheet No. 22A : Effective

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(continued)

9.6 Third Party Charges

Shipper shall be responsible for delivering all Gas to, and accepting redelivery of all Gas from, Transporter's system, and shall be free to contract with third party(s) upstream or downstream of Transporter's system to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, to provide service to Shipper, use service which Transporter

has

contracted for with third party(s) for the benefit of Shipper, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay such third party(s), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel charges, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.

GENERAL TERMS AND CONDITIONS

(continued)

10. FORCE MAJEURE, REMEDIES, AND LIABILITY

10.1 Force Majeure

Neither Shipper nor Transporter shall be liable in damages to the other for any act, omission  
or  
circumstances occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of  
the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning,  
earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples,  
civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line  
freezeups, decline in the Btu level of Gas received by Transporter at any point below the level  
at which the MDQs of Service Agreements are based, as specifically stated in Section 8.1 of the  
General Terms and Conditions, to the effect that Transporter can not Transport Shipper's  
Scheduled Daily Delivery, or the binding order of any court or governmental authority which has  
been resisted in good faith by all reasonable legal means, and any other cause, whether of the  
kind herein enumerated or otherwise, and whether caused or occasioned by or happening on  
account  
of the act or omission of one of the parties hereto or some person or concern not a party  
hereto, not within the control of the party claiming suspension and which by the exercise of  
due  
diligence such party is unable to prevent or overcome. A failure to settle or prevent any  
strike or other controversy with employees or with anyone purporting or seeking to represent  
employees shall not be considered to be a matter within the control of the party claiming  
suspension.

10.2 Remedies

Such causes or contingencies affecting the performance of the Agreement by either party,  
however, shall not relieve it of liability in the event of its concurring negligence or in the  
event of its failure to use due diligence to remedy the situation and remove the cause in an  
adequate manner and with all reasonable dispatch, nor shall such causes or contingencies  
affecting the performance of this Agreement relieve either party from its obligation to make  
payments of amounts then due thereunder, nor shall such cause or contingencies relieve either  
party of liability unless such party shall give notice and full particulars of the same in  
writing or by fax to the other party as soon as possible after the occurrence relied on.

10.3 Liability

Transporter shall not be liable for damages of any kind, including consequential damages, to  
Shipper or others, if Transportation Service under this FERC Gas Tariff, Second Revised Volume  
No. 1, is curtailed for any reason, including repairs, alterations, replacements, or scheduled  
maintenance. This provision shall not apply, however, to interruptions caused by Transporter's  
negligence or willful misconduct.

GENERAL TERMS AND CONDITIONS

(continued)

11. PRIORITIES AND REDUCTIONS

11.1 Priorities

11.1.1 For purposes of allocating capacity on the Transporter's system, Shippers shall be divided into priority groups as follows:

- a) Category A--Shippers with: 1) Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule FT for firm Transportation Service; 2) Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule EFT for expedited firm Transportation Service; 3) Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule LFT for limited firm

Transportation

Service; and 4) Agreements under Transporter's FERC Gas Tariff, Original Volume No. 2 for firm Transportation Service all of which are within their MDQ.

- b) Category B--Shippers with: 1) Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1 for firm Transportation Service and 2) Agreements under Transporter's FERC Gas Tariff, Original Volume No. 2 for firm Transportation Service; all of which are requesting quantities in excess of their MDQ.

- c) Category C--Shippers with Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule IT for interruptible Transportation Service which were converted to such Transportation Service from Agreements under Transporter's

FERC

Gas Tariff, Original Volume No. 2 for interruptible Transportation Service that were authorized by the Commission pursuant to Section 7 of the Natural Gas Act on or

before

May 18, 1990.

- d) Category D--Shippers with Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule IT for interruptible Transportation Service that are not included within Category C.

11.1.2 Category A Shippers shall be allocated all available capacity necessary to satisfy their nominations within their respective MDQs. Any system capacity then remaining shall be allocated as follows:

Category B--15%; Category C--20%; and Category D--65%.

In the event that all nominations have been satisfied within a category and unallocated capacity remains within that category, then on a daily basis the unallocated capacity

shall

be assigned to the next highest category; for example, remaining unallocated capacity in Category B shall be assigned to Category C, and so forth, until all remaining unallocated capacity has been utilized.

11.1.3.1 For purposes of this subsection, Category A Shippers shall be divided into priority groups as follows:

- a) Primary--Category A Shippers with: (1) Agreements under Transporter's FERC Gas Second Revised Volume No. 1, Rate Schedule FT for firm Transportation Service, Rate Schedule EFT for expedited firm Transportation Service, or Rate Schedule LFT for limited firm Transportation Service utilizing both Primary Receipt and Delivery Points; and (2) Agreements under Transporter's FERC Gas Tariff, Original Volume No. 2 for firm Transportation Service.

Tariff,

**Fourth Revised Sheet No. 25** Fourth Revised Sheet No. 25 : Effective  
 Superseding: Third Revised Sheet No. 25

GENERAL TERMS AND CONDITIONS

(continued)

- b) Secondary--Category A Shippers with Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule FT for firm Transportation Service, Rate Schedule EFT for expedited firm Transportation Service, or Rate Schedule LFT for limited firm Transportation Service utilizing Secondary Receipt Points or Secondary Delivery Points.

11.1.3.2 Capacity within Category A shall be allocated as follows:

- a) First, to Primary Category A Shippers to satisfy their nominations within their respective MDQs, pro rata;
- b) Second, to Secondary Category A Shippers within their transportation path to satisfy their nominations within their respective MDQs pro rata;
- c) Third, to Secondary Category A Shipper's outside of their transportation path to satisfy their nominations within their respective MDQs.

11.1.4 Capacity within Category B shall be allocated as follows:

- a) Shippers within this category shall have a Maximum Overrun Quantity (MOQ) based upon the following caps, and a Shipper may not nominate quantities in excess of its respective cap:

Shipper's Firm MDQ (Mmcf/d)	MOQ Cap (MDth/d)
-----	-----
0-25	
26-75	50
76-100	75
101-200	100
201 and above	200

- b) The Shippers nominating within Category B shall have the available capacity allocated pro rata based upon the MOQ caps applicable to the nominating Shippers; provided that TransCanada PipeLines Limited under Rate Schedule FT Contract ID FT004 shall have a single MOQ cap of 100 MDth/d.
- c) In the event that capacity within Category B remains available after the pro rata allocation of capacity among Category B Shippers as required by subsection 11.1.4(b) above, then additional quantities that are not in excess of a Shipper's MOQ cap may

be

nominated. In that event, allocation of the remaining capacity available to Category B shall occur pro rata based upon the quantities so nominated.

the

- d) Quantities to be transported for any Category B Shipper shall, in no event, exceed limitation, if any, applicable to the MOQ under the certificate issued by the Commission pertaining to that Shipper.

- e) Quantities nominated by Shippers that are within their respective caps, but for which capacity was not made available by the Transporter under this subsection, shall be deemed nominated as by an Open Season Category D Shipper pursuant to subsection

11.1.6

Service

below. Such quantities are an extension of the underlying firm Transportation and are deemed to be sufficiently verified.

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FERC Docket: RP98-96-000

**Second Revised Sheet No. 26** Second Revised Sheet No. 26 : Effective  
Superseding: SUBSTITUTE FIRST REVISED SHEET NO. 26

GENERAL TERMS AND CONDITIONS

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(continued)

11.1.5 Capacity within Category C shall be allocated as follows:

- a) Capacity within Category C shall be allocated pro rata based upon the nominations made by the Category C Shippers, provided that:
  - i) Shippers may not nominate quantities in excess of the MDQ certificated by the Commission for that Shipper's interruptible Transportation Service;
  - ii) The capacity allocated to POCO Petroleum Ltd. under Rate Schedule IT Contract ID IT025 (the IT Agreement superseding Rate Schedule T-25) shall be the greater of five (5) MDth/d or its calculated pro rata share, unless the Category C allocation under subsection 11.1.2 above is less than 125 MDth/d, in which event POCO Petroleum Ltd. shall receive four percent (4%) of the allocated capacity; and
- b) Quantities nominated by Shippers under this subsection, but for which capacity was not made available by the Transporter, shall be deemed nominated as by an Open Season Category D Shipper pursuant to subsection 11.1.6 below.

GENERAL TERMS AND CONDITIONS

(continued)

11.1.6 Capacity within Category D shall be allocated based upon the nominations made by each Shipper and based upon the date of the Shipper's Service Request Form--for example, a Service Request Form dated earlier in time shall be allocated nominated capacity before a Service Request Form dated later in time shall have any capacity allocated to it; provided that:

- a) All Shippers that applied under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule IT (formerly contained in Original Volume No. 3) for interruptible Transportation Service during the "Open Season" (which was held from October 8, 1990 through October 19, 1990) shall be deemed to have the same Service Request Form date, and quantities nominated pursuant to subsections 11.1.4(e) and 11.1.5(b) above shall be deemed to be within this "Open Season" group; and
- b) Should more than one Shipper have the same Service Request Form date (for example, the "Open Season" group), then the capacity available to those Shippers shall be allocated pro rata based upon the quantities nominated by those Shippers.

11.2 Bumping Provisions

Transportation Service provided to any Shipper may not be interrupted to provide increased Transportation Service to another Shipper, except that during the Timely, Evening, and Intra-day

1 nomination cycles as defined in Section 3.2 of the General Terms and Conditions of this FERC Gas Tariff, a Category A Shipper may nominate quantities up to that Shipper's MDQ and the scheduling shall interrupt already scheduled Transportation Service of Category B, C and D Shippers, but shall not interrupt already scheduled Transportation Service of other Category A Shippers.

Transporter shall provide notification of Intra-day bumps to each affected Shipper through such Shipper's choice of Electronic Notice Delivery Mechanism(s). Unless Shipper and Transporter have

agreed to exclusive notification via EDI/EDM, Shipper shall provide Transporter with at least one, but no more than two, Internet e-mail address(es) to be used for Electronic Notice Delivery. In this instance, unless and until Shipper provides Transporter with at least one Internet e-mail address, Transporter shall not be obligated to provide Shipper with notification

of Intra-day bumps through Electronic Notice Delivery. Under such circumstances, Transporter shall provide notice either by telephone or by fax.

When a capacity constraint occurs due to force majeure or other operating condition on the Transporter's system that reduces the available capacity on the system, Shippers will be reallocated capacity as determined by the priorities within this Section 11. The Shipper can continue to maintain its priority for capacity at the constrained point(s) by continuing to maintain its nomination. As the constrained capacity comes back on the system, Shippers will be reinstated as determined by the aforementioned priorities.

Any Rate Schedule IT Shipper not paying the maximum applicable rate for the Shippers' service within each zone and within each priority may be interrupted in favor of Rate Schedule IT Shippers paying a higher rate up to the maximum rate within that priority, unless the Shipper paying less than the maximum rate, including any Shipper paying a negotiated rate pursuant to Subsection 4.5 of Rate Schedule IT, agrees to pay the higher rate so offered within 48 hours of notification by Transporter of such impending interruption.

For the purpose of this section, any Shipper paying a rate above the maximum rate shall be deemed to be paying the maximum applicable rate.

Effective Date: 02/01/1998 Status: Effective  
FERC Docket: RP98- 96-000

**First Revised Sheet No. 27A** First Revised Sheet No. 27A : Effective  
Superseding: ORIGINAL SHEET NO. 27A

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(continued)

11.3 Receipt and Delivery Points

Capacity at receipt points and at delivery points shall be allocated in a manner similar to that provided for system capacity in Subsection 11.1.

11.4 Curtailment

In the event that capacity on the Transporter's system or at receipt points or at delivery points must be curtailed, the curtailment shall occur in the inverse order to the allocation of that capacity pursuant to this Section 11; except that within Category A Primary points under Section 11.1.3.2(a) and Secondary points under Section 11.1.3.2(b) capacity will be curtailed equally pro-rata based upon scheduled quantities.

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12. Compliance Plan For Services and Complaints

12.1 Service Requests

Transporter's FERC Gas Tariff, Second Revised Volume No. 1, contains the specific information required from a Shipper for a valid request for Service.

12.2 Complaints

Transporter uses the following procedures to address and to resolve complaints by Shippers and potential Shippers.

a) Informal Complaints

Transporter urges Shippers to first discuss matters of concern with Transporter on an informal basis before submitting a formal complaint to the company. Transporter will respond promptly and will endeavor to resolve those issues concerning existing or

requested

Service on a timely basis.

b) Formal Complaints

A Shipper may submit a formal complaint as follows:

- i) The complaint shall be in writing.
- ii) The complaint shall state that it constitutes a complaint pursuant to these tariff provisions.
- iii) The complaint shall state with specificity the nature of the complaint, the actions or procedures of Transporter that gave rise to the complaint, and the remedy sought by the Shipper.
- iv) The complaint shall be addressed to and shall be mailed to:

Great Lakes Gas Transmission Company  
717 Texas Street  
Houston, TX 77002-2761  
Attention: Director, Commercial Services

If the complaint does not conform with the above provisions, then Transporter may deem the complaint invalid and return it to the Shipper.

Effective Date: 12/01/2004 Status: Effective  
FERC Docket: RP05- 52-000

**Fifth Revised Sheet No. 29** Fifth Revised Sheet No. 29 : Effective  
Superseding: Fourth Revised Sheet No. 29

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\_\_\_\_\_  
(continued)

- c) Transporter shall respond by telephone within 48 hours to any complaint filed pursuant to subsection (b) above. The response shall advise the Shipper of the status of the complaint. Within 30 Days of the date of receipt of the complaint, Transporter shall respond in writing to the Shipper, stating the disposition of the complaint.
- d) If the Shipper is unsatisfied with the response to the complaint provided under subsection (c) above, the Shipper may resubmit the complaint, in the same form as provided in subsection (b) above, to Transporter's Vice President, Finance, at the address specified in subsection (b) (iv) above. The Vice President will use his/her best efforts to review and respond to the resubmitted complaint within 30 Days of its receipt.
- e) This Section shall not limit any party's rights under the Commission's rules and regulations.

in  
to

*Effective Date: 10/01/1999 Status: Effective*  
*FERC Docket: RP99-466-005*

**Substitute First Revised Sheet No. 29A** Substitute First Revised Sheet No. 29A : Effective  
Superseding: Sheet Nos. 29A Through 35

SHEET NOS. 29A THROUGH 35 ARE RESERVED FOR FUTURE USE.

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12.4.2 Applicability

Transporter's Electronic Bulletin Board will provide all Shippers, potential shippers and other parties equal and timely access to information relevant to the availability of firm and interruptible transportation service. Users must request a user identification and password(s) in order to make nominations, bid on capacity, or execute temporary capacity release Award Acknowledgements. User identification and passwords can be obtained by executing and returning the agreement set forth in Section 12.4.9.

12.4.3 System Descriptions

The ACCELERATE system offers menus that permit a User to access separately each record in the transportation log, notices of available capacity, offers by Shippers to assume or acquire capacity pursuant to Section 15, and Order No. 497 standards of conduct information. Users may electronically download files. Large documents have been split into smaller files for ease in downloading. Transporter will purge completed transactions from its Electronic Bulletin Board files ninety (90) days from the transaction date. Information on the most recent entries appears before older information.

12.4.4 Back-up Records and Archived Material

Transporter will retain daily back-up records of the information displayed on the Electronic Bulletin Board for three years and permits a User to review those records, which are archived and reasonably accessible. A User must contact Transporter with a written request to retrieve back-up records or archived material. Transporter will make archived information available in electronic format.

12.4.5 User Transactions Via Transporter's Electronic Bulletin Board

Any user may use Transporter's Electronic Bulletin Board to:

- a) Provide nominations pursuant to these General Terms and Conditions;
- b) Submit a bid as an Offering Shipper under Section 16 of these General Terms and Conditions, and
- c) Participate in Transporter's Firm Capacity Release Program pursuant to Section 15 of these General Terms and Conditions, including:
  - i) Placing an offer to release directly on ACCELERATE
  - ii) Placing a bid for capacity offered for release directly on ACCELERATE
  - iii) Placing an offer to obtain capacity that may be offered for release directly on ACCELERATE
  - iv) Executing an Award Acknowledgement in the event that Shipper is awarded temporary released capacity and Shipper has executed a Master Service Agreement

The Shipper also may participate in Transporter's Firm Capacity Release Program by submitting these items to Transporter in writing pursuant to Section 15 of these General Terms and Conditions.

12.4.6 Information Accessible Via Transporter's Electronic Bulletin Board

Any User may obtain the following information via Transporter's Electronic Bulletin Board:

- a) Information concerning:
  - i) The availability of capacity for firm and interruptible transportation at receipt points, on the mainline and at delivery points;



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(continued)

- ii) Whether the capacity is available from Transporter directly, in association with exercise of a Shipper's Right of First Refusal, or through Transporter's Firm Capacity Release Program; and
- iii) Offers by Shippers to assume or acquire capacity pursuant to Section 15 of these General Terms and Conditions;

12.4.7 When provisions of this FERC Gas Tariff require matters to be written or in writing, and such matters also may be handled through electronic media of any kind, including, but not limited to, facsimile or the Electronic Bulletin Board according to its procedures, then at the option of Shipper or Transporter such provisions shall be satisfied by either Shipper's or Transporter's use of such electronic media.

12.4.8 Transporter has also implemented the necessary capabilities to allow for the transmittal of standardized datasets via Electronic Data Interchange (EDI) in compliance with ASC x12 EDI standards and pursuant to Commission Order No. 563.

Data may be transmitted to, and received from Transporter in Electronic Data Interchange (EDI) format via Transporter's Electronic Delivery Mechanism (EDM) through the Internet and Transporter's designated site, as mandated in FERC Order 587-B. Individuals

wishing

to utilize this service must execute a Trading Partner Agreement with Transporter to govern the usage and transmission of data through such EDM.

12.4.1. Specific information regarding EDI is available through the contact listed in section

Effective Date: 06/01/1996 Status: Effective  
FERC Docket: RP96-217-000

First Revised Sheet No. 32 First Revised Sheet No. 32 : Superseded  
Superseding: ORIGINAL SHEET NO. 32

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(continued)

12.4.9 AGREEMENT FOR USE OF  
THE ACCELERATE ELECTRONIC BULLETIN BOARD SYSTEM

This agreement is executed \_\_\_\_\_, 199\_\_ by and between \_\_\_\_\_ (ACCELERATE Subscriber), and Great Lakes Gas Transmission Limited Partnership (Great Lakes). For and in consideration of the mutual covenants and provisions contained in this agreement and subject to all of the terms, provisions and conditions set forth in it, ACCELERATE Subscriber and Great Lakes agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Great Lakes shall make available to ACCELERATE Subscriber Great Lakes' ACCELERATE Electronic Bulletin Board System (ACCELERATE). ACCELERATE Subscriber may use ACCELERATE: (1) to nominate quantities of natural gas for receipt and delivery by Great Lakes pursuant to an existing service agreement under any of Great Lakes' rate schedules; (2) to place notices and to bid for capacity under Great Lakes' capacity release programs; (3) to contract with Great Lakes for temporary capacity release transactions awarded under Great Lakes' capacity release programs by executing the applicable Award Acknowledgement through ACCELERATE; and (4) to view such other information as Great Lakes may from time to time make available to ACCELERATE Subscriber through ACCELERATE.

ARTICLE II TERMS AND CONDITIONS

ACCELERATE Subscriber's use of ACCELERATE shall be in accordance with and subject to: (1) Great Lakes' effective FERC Gas Tariff, Second Revised Volume No. 1, including any and all applicable provisions of the General Terms and Conditions of that tariff (General Terms and Conditions); (2) any superseding Great Lakes' FERC Gas Tariff authorized by the Federal Energy Regulatory Commission (FERC); and (3) the terms and conditions of any relevant rate schedules that appear in Great Lakes' effective FERC Gas Tariffs or superseding FERC Gas Tariffs, all of which are expressly incorporated by reference into this agreement.

Authorized Use and Confidentiality of ACCELERATE.

Use of ACCELERATE USERIDs and passwords by ACCELERATE Subscriber is limited to only those persons who have been authorized by the ACCELERATE Subscriber to use ACCELERATE (Authorized Personnel), as indicated in the Computer Access Request Form(s) attached to this agreement. Great Lakes shall provide each Authorized Personnel with an individualized user identification code (USERID) and password. A reasonable number of USERIDs and passwords will be provided for the use of each ACCELERATE subscriber. Use of such USERIDs and passwords shall be sufficient to verify Subscriber as the party bound by any documents, nominations, postings, bids or other information transmitted pursuant to such use.

The ACCELERATE Subscriber shall designate one or more Authorized Personnel (Designated Personnel) who are additionally authorized: (1) to nominate under ACCELERATE Subscriber's existing service agreements under any of Great Lakes' rate schedules; and/or (2) to perform the following functions upon ACCELERATE under Great Lakes' capacity release program: (a) place notices upon ACCELERATE to acquire capacity, (b) place notices upon ACCELERATE to release capacity, or (c) place binding bids to acquire capacity; any of which will legally bind ACCELERATE Subscriber to any nomination, to any notice of capacity release, or to any bid for capacity. The ACCELERATE Subscriber may also designate one or more Authorized Personnel who are authorized to execute the applicable Award Acknowledgement form

through

ACCELERATE for temporary capacity release transactions awarded through Great Lakes' capacity release program and thereby legally bind Subscriber to such executed Award Acknowledgement. Such individual shall be provided with a second and distinct password for performing the contracting function. Great Lakes shall be entitled to rely upon

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FERC Docket: RP97-141-002

**Second Revised Sheet No. 33** Second Revised Sheet No. 33 : Superseded  
Superseding: FIRST REVISED SHEET NO. 33

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ACCELERATE Subscriber's representation that any and all Designated Personnel authorized to perform any ACCELERATE function listed above have been duly authorized to enter nominations, to place notices of capacity release, to place binding bids to acquire capacity, and to execute capacity release Award Acknowledgements. ACCELERATE Subscriber shall be bound by all actions performed pursuant to Authorized Personnel's or Designated Personnel's USERIDs or passwords.

ACCELERATE Subscriber shall not disclose to persons other than Authorized Personnel, and shall keep completely confidential, all USERIDs and passwords issued to ACCELERATE Subscriber by Great Lakes. In addition, each Authorized Personnel shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Personnel. ACCELERATE Subscriber shall be solely responsible for any and all improper use of USERIDs and passwords related to any such unauthorized disclosure by Subscriber, or former or current Authorized Personnel of Subscriber.

ACCELERATE Subscriber shall immediately inform Great Lakes in writing whenever it desires: (1) to terminate access to ACCELERATE that has been previously granted to any Authorized Personnel, or (2) to terminate or to limit the status of any Designated Personnel. ACCELERATE Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Personnel that at some point are no longer employed or controlled by ACCELERATE Subscriber. Great Lakes reserves the right, upon cause, to invalidate any password or USERID. Great Lakes will provide notice and inform the ACCELERATE Subscriber as to the reason for the invalidation.

Neither ACCELERATE Subscriber nor Great Lakes shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, computer hardware, computer software or lines of pipe, line freezeups, failure of electronic communication, or the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of ACCELERATE Subscriber or Great Lakes or some other person or concern, not within the control of the claiming party and that by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or to prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party. Such causes or contingencies affecting the performance of this agreement by ACCELERATE Subscriber or by Great Lakes shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

Effective Date: 06/01/1996 Status: Effective  
FERC Docket: RP96-217-000

First Revised Sheet No. 34 First Revised Sheet No. 34 : Superseded  
Superseding: SUBSTITUTE ORIGINAL SHEET NO. 34

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Other Terms and Conditions

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and/or receive documents, bids, notices, and nominations. Any transmission by one party shall be binding upon receipt by the other party, except that, if any transmission is received in an unintelligible or garbled form, the receiving party shall promptly notify the other party, and such garbled or unintelligible transmission shall not be deemed binding.

Any transmission properly transmitted shall be considered to be a writing or in writing; and any such transmission containing, or to which there is affixed, Subscriber's USERID and password, shall be deemed for all purposes to have been signed and to constitute an original when printed from electronic files or records established and maintained in the course of business (Signed Documents). The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Use of ACCELERATE is expressly subject to: (1) all of the General Terms and Conditions of Great Lakes' effective FERC Gas Tariff(s); (2) all of the terms and conditions of any rate schedule and service agreement that may be applicable to any transaction performed by ACCELERATE Subscriber and Great Lakes by means of ACCELERATE; and (3) any superseding General Terms and Conditions and rate schedules, all of which are incorporated by reference in this agreement. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Great Lakes' effective FERC Gas Tariffs that are incorporated by reference in this agreement, such other terms and conditions shall govern ACCELERATE Subscriber's use of ACCELERATE.

ARTICLE III TERM

This agreement shall be in full force and effect from the date of execution and shall continue until

terminated by either ACCELERATE Subscriber or Great Lakes on at least thirty (30)-days notice.  
ACCELERATE

Subscriber agrees that Great Lakes shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in: (1) the rates and charges (if any) applicable to service

pursuant this agreement, (2) the terms and conditions of this agreement, or (3) any provision of the General Terms and Conditions or Great Lakes' FERC Gas Tariffs and rate schedules applicable to this agreement. Great Lakes agrees that ACCELERATE Subscriber may protest or contest those filings, and ACCELERATE Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE IV ADDRESSES

Except as otherwise provided for in this agreement or in the General Terms and Conditions or in Great

Lakes' FERC Gas Tariffs or in a specific service agreement, any notice, request, demand, statement, bill

or payment provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC

Gas Tariffs or in a specific service agreement or any notice that any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified

or regular United States or Canadian mail to the address of the parties to this agreement as follows:

- (a) Great Lakes Gas Transmission Limited Partnership  
One Woodward Avenue, Suite 1600  
Detroit, Michigan 48226

Attn: Legal Department

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(b) ACCELERATE Subscriber:

To the address provided on the attached Computer Access Request Form, or such other address as either party shall designate by written notice to the other. Great Lakes may also provide any such notice, request, demand, statement, or bill by electronic means by posting such notice, request, demand, statement, or bill upon ACCELERATE. Such electronic notice shall have the same effect as a written notice.

ARTICLE V INTERPRETATION

The interpretation and performance of this agreement shall be in accordance with the laws of the state of Michigan without recourse to the law regarding the conflict of laws.

This agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either state or federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI MISCELLANEOUS

The ACCELERATE system, as well as Great Lakes' tariffs applicable to ACCELERATE and the form of agreement for use of ACCELERATE, are subject to Commission jurisdiction. ACCELERATE Subscriber expressly understands and agrees: (1) that this agreement and ACCELERATE Subscriber's use of ACCELERATE are subject to the orders tariffs and agreement authorized or issued by the Commission; and (2) that this agreement may be revised by Great Lakes to conform to any such orders, tariffs or agreement. When such a revision is made, Great Lakes will post notice of the revision on ACCELERATE and the revision shall become binding on ACCELERATE Subscriber.

IN WITNESS WHEREOF, the parties to this agreement have caused it to be signed on the day and year first written above.

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
Also Doing Business as GLGT Company  
Operator and Agent for Great Lakes Gas Transmission  
Limited Partnership

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-141-005

**Second Revised Sheet No. 35** Second Revised Sheet No. 35 : Superseded  
Superseding: FIRST REVISED SHEET NO. 35

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(continued)

Computer Access Request Form  
(Use one form for each Authorized Personnel)

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Personnel Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: (        ) \_\_\_\_\_

Fax number: (        ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Original Password: (To be supplied by Great Lakes)

- Authorized to Nominate? (Yes or No) \_\_\_\_\_
- Authorized to Place Notices to Acquire Capacity, to Place Notices to Release Capacity,  
and to Bid on Released Capacity? (Yes or No) \_\_\_\_\_
- Authorized to Execute Award Acknowledgement (Yes or No) \_\_\_\_\_

Contracting Password: (To be supplied by Great Lakes)

What type of compatible hardware are you using? \_\_\_\_\_ IBM  
(Please check one) \_\_\_\_\_ MacIntosh

Authorized Personnel Signature: \_\_\_\_\_

Signature of Party Who Executed User Agreement: \_\_\_\_\_

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13. MISCELLANEOUS

13.1 Possession of Gas

As between the parties hereto, Shipper shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to Transporter. Transporter shall be deemed to be in control and possession of the gas transported hereunder from the time of delivery of such gas into its facilities by Shipper until such gas is delivered to Shipper. Transporter shall not be responsible for any gas prior to its delivery into Transporter's system, or after its delivery from Transporter's system.

13.2 Warranty of Title to Gas

Shipper warrants that it will at the time of delivery to Transporter have good title or good right to all gas caused to be delivered to Transporter hereunder, free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon. Shipper agrees that as to the gas it causes to be delivered to Transporter hereunder, Transporter shall be entitled to all of the protection provided by the warranty of title or the rights to gas set forth in the contracts under which such gas was purchased.

Transporter will not suffer or permit any lien or encumbrance to be placed on or against the gas deliverable under this FERC Gas Tariff, Second Revised Volume No. 1, with respect to any claim against Transporter and will indemnify and save harmless Shipper from and against any such liens, encumbrances or claims, including Shipper's costs of disputing such liens, encumbrances or claims or defending any actions with respect thereto.

It is not the intent of this Subsection 13.2 to allow brokering of capacity on Transporter's pipeline system. In particular, the language "good right" means that although Shipper does not have title to all gas to be delivered to Transporter, Shipper does have good right to the gas delivered under contractual arrangements.

GENERAL TERMS AND CONDITIONS

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13.3 Waivers

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of the FERC Gas Tariff, Second Revised Volume No. 1, shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or a different character.

Transporter may waive any rights hereunder or any obligations of Shipper applicable to any specific default that has already occurred, or case-by-case in advance of any specific, temporary operational problem, on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

13.4 Transfer and Assignments

Any Company which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of Transporter, shall be entitled to the right and shall be subject to the obligations of its predecessor in title under this agreement. Except as provided above, and in Sections 14 and 15 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, no assignment of the Agreement or any of its rights or obligations thereunder shall be made by Shipper or Transporter without the written consent, which shall not be unreasonably withheld, of the other party first obtained. It is agreed, however, that the provisions of this Subsection 13.4 shall not in any way prevent either party under the Agreement from pledging or mortgaging its rights as security for its indebtedness. Shipper hereby consents to such pledging or mortgaging of this Agreement by Transporter. The Agreement shall be binding upon and shall inure to the benefits of the respective successors and assigns of the parties thereto.

13.5 Regulations

Any Agreement and the respective obligations of the parties thereunder and all terms and conditions of this FERC Gas Tariff, Second Revised Volume No. 1, herein are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. In the event of a material change in the underlying rules, orders or regulations pursuant to which Transporter provides Transportation Service to Shipper in accordance with this FERC Gas Tariff, Second Revised Volume No. 1, Transporter may, subject to the receipt of any requisite regulatory authority and upon thirty (30) Days prior written notice to Shipper, unilaterally and without liability, suspend, discontinue and/or terminate services hereunder.

13.6 Headings

The headings contained in any Agreement and in this FERC Gas Tariff, Second Revised Volume No. 1, are for reference purposes only and shall not affect the meaning or interpretation of such Agreement or Tariff.

13.7 Continuance of Existing Tariff

Nothing in this FERC Gas Tariff, Second Revised Volume No. 1, shall interfere with or impair the lawful terms and conditions for service authorized and rendered pursuant to Rate Schedules in Transporter's FERC Gas Tariff, Original Volume No. 2.

13.8 Limitation of Liability

Except as otherwise provided herein, neither Transporter nor Shipper shall be liable in damages, whether direct, indirect, consequential or otherwise, other than for acts of gross negligence, discrimination or willful misconduct and then only to the extent that Force Majeure does not apply, provided that nothing herein shall limit Transporter's or Shipper's liability, if any, for direct damages resulting from its own negligence.

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14. RESERVATION OF CAPACITY FOR FUTURE EXPANSION PROJECTS

Transporter may elect to reserve for a future expansion project any unsubscribed firm capacity or capacity under expiring or terminating firm transportation agreements where such agreements do not carry a right of first refusal or where Shipper does not exercise its right of first refusal. Transporter may only reserve capacity for a future expansion project for which an open season for the expansion has been held or will be held within one (1) year of the date that Transporter posts such capacity as being reserved. Capacity reserved under this Section may be reserved for up to one (1) year prior to Transporter filing for certificate approval for the proposed expansion, and thereafter until such expansion is placed into service.

Capacity reserved under this Section will be made available for transportation service on a limited-term basis up to the in-service date of the expansion project. For such limited-term service agreements, Transporter reserves the right to limit any Shipper extension rights, including the right of first refusal, within the service agreement. The availability of limited-term capacity, including any limitations on the extension rights of such capacity, will be posted on Transporter's Web Site.

Prior to reserving capacity for a future expansion project under this Section, Transporter must first make such capacity generally available to any Shipper or potential Shipper by posting such capacity for bidding through an open season for a time period of at least five (5) business days, pursuant to Section 2.1 (g) of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No.

1. Capacity that remains available after the five (5) business day posting may be reserved by Transporter by means of a posting on Transporter's Web Site that shall include:

- a) a description of the proposed expansion project for which the capacity will be reserved;
- b) the total quantity of capacity to be reserved;
- c) the location of the reserved capacity on Transporter's system;
- d) the anticipated timing of an open season for the reserved capacity in connection with the proposed expansion project;
- e) the projected in-service date of the proposed expansion project; and
- f) on an on-going basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal.

Transporter shall make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project.

Transporter shall make a non-binding solicitation for turnback capacity from Transporter's existing Shippers to serve the expansion project. Transporter shall post a non-binding solicitation for turnback capacity on its Web Site no later than ninety (90) days after the close of the expansion project's open season, specifying the minimum term for a response to the solicitation.

Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within thirty (30) days of the date the capacity becomes available.

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15 FIRM CAPACITY RELEASE PROGRAM

15.1 DEFINITIONS. For purposes of this Section 15, the following terms shall have the meanings indicated:

- (A) "Releasing Shipper" shall mean Shippers with Agreements under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule FT for firm Transportation Service or Rate Schedule EFT for expedited firm Transportation Service or Rate Schedule LFT for limited firm Transportation Service including Replacement Shippers that obtained Rate Schedule FT or Rate Schedule EFT or Rate Schedule LFT service through this Section 15.
- (B) "Replacement Shipper" shall mean a Shipper who receives an assignment of all (or a part) of the firm, expedited firm, or limited firm capacity rights of a Releasing Shipper by entering into an Agreement with Transporter under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, Rate Schedule FT for the firm capacity rights, or Rate Schedule EFT for the expedited capacity rights, or Rate Schedule LFT for the limited firm capacity rights so released by a Releasing Shipper.
- (C) "Rate Schedule FT" shall mean Rate Schedule FT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- (D) "Rate Schedule EFT" shall mean Rate Schedule EFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- (E) "Rate Schedule LFT" shall mean Rate Schedule LFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- (F) "Capacity" shall mean firm, expedited firm, or limited firm capacity rights on Transporter's system pursuant to Agreements under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT, respectively, of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, including overrun rights, if applicable, which shall attach to the underlying firm service pro-rata based upon MDQ.
- (G) "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

15.2 Capacity may be released and assigned by a Releasing Shipper only under this Section 15. Brokering or any other use of Transportation capacity by a person other than a Shipper is expressly prohibited.

15.3 RECALL and REPUT. Capacity that may be released and assigned may be subject to recall and/or reput by the Releasing Shipper.

- (A) Releasing shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notification to Transporter, and Transporter shall provide notification of such recall to all affected Replacement Shippers, by the following times (all times are C.C.T. on the date that nominations are due for that nomination

type):

Nomination Type	Recall Notification Period	Recall Notification to Transporter	Recall Notification to Replacement Shippers
Timely	Timely	8:00 a.m.	9:00 a.m.
Evening	Early Evening	3:00 p.m.	4:00 p.m.
Evening	Evening	5:00 p.m.	6:00 p.m.
Intraday 1	Intraday 1	7:00 a.m.	8:00 a.m.
Intraday 2	Intraday 2	2:30 p.m.	3:30 p.m.

GENERAL TERMS AND CONDITIONS

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15.3 RECALL and REPUT (continued)

Recall notification to Transporter shall set forth the commencement date and the Elapsed Prorata Capacity of the recall and shall either be posted on GLConnect or submitted in writing.

For recall notification provided to Transporter prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

Transporter shall send e-mail notification of recalls of capacity to each affected Replacement Shipper. The obligation of Transporter to provide e-mail notification to an affected Replacement Shipper is waived until at least one e-mail address is provided by

the

Replacement Shipper.

(B) If so provided for in the capacity release notice, Releasing Shipper shall have the right to repute any capacity previously recalled. Reput methods and rights shall be individually negotiated between the Releasing Shipper and the Replacement Shipper. Such reput methods and rights shall be included in the capacity release notice.

nominations

(C) Transporter must be notified of a reput of gas by 8:00 a.m. to allow for timely to flow on the next gas day.

(D) There shall be no partial day reput of released capacity.

(E) Capacity that has been recalled may not be reput for the same gas day.

or

(F) Transporter shall be entitled to rely upon Releasing Shipper's notice regarding a recall reput and shall incur no liability to Replacement Shipper or to Releasing Shipper when acting in accordance with a recall or reput notification.

(G) In the event that Transporter notifies the Shipper of a default with respect to any obligations owed by the Replacement Shipper to the Transporter, Releasing Shipper may terminate the assignment upon twenty-four (24) hours notice.

15.4 (A) Capacity that may be released and assigned under this Section 15 may not be greater than the capacity rights under Releasing Shipper's Transportation Service Agreement with the Transporter.

(B) The capacity may be segmented to more than one Replacement Shipper and the Releasing Shipper may maintain a portion of its MDQ and/or a geographic segment of its capacity. The aggregate MDQ in any segment of the transportation Path as defined in Section 5 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall not exceed the service entitlement of the underlying Agreement. Segmentation may occur at any point on Transporter's System whether a physical or a virtual point.

(C) For releases of limited firm capacity rights under Transporter's Rate Schedule LFT, the Replacement Shipper shall be subject to the same number of Unavailable Days that the Releasing Shipper has remaining at the time of the release regardless of the term of the release.

additional

(D) In the event that a Releasing Shipper releases a geographic segment of its capacity, Transporter shall allow both the Releasing and the Replacement Shipper to select

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primary points within the zone(s) for which they are paying, as long as primary capacity available at those points, so that each Shipper has a Transportation Path bounded by a primary receipt and a primary delivery point. Selection of such points is subject to the

metering capabilities at the point or any other operational conditions.

GENERAL TERMS AND CONDITIONS

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15.4 (continued)

(E) Subject to the provisions of Subsections 5.3 and 5.5 of the General Terms and Conditions, and provided that Releasing Shipper expressly permitted such in its offer of release, a Replacement Shipper may request to permanently remove, add or adjust the maximum daily quantity at any Primary Receipt and/or Delivery Point within the zone(s) for which the Replacement Shipper is paying (Primary Point Adjustment). Transporter will inform Releasing Shipper of any such permanent Primary Point Adjustment(s).

(F) Where a Releasing Shipper releases only a geographic segment of its capacity while retaining a geographic segment for its own use, nominations to a point outside the released segment by the Replacement Shipper and within the released segment by the Releasing Shipper shall be permitted. However, in no portion of Transporter's system will the total quantity of gas scheduled for both the Releasing and the Replacement Shipper exceed the Releasing Shipper's original MDQ for that portion of Transporter's system. If the total nominations of the Releasing and the Replacement Shipper in only the released segment exceed the original MDQ, scheduling priority shall be given to the Replacement Shipper. If the total nominations of the Releasing and the Replacement Shipper only outside the released segment exceed the original MDQ, scheduling priority shall be given to the Releasing Shipper. If the total nominations of the Releasing and the Replacement Shipper both in the released segment and outside the released segment exceed the original MDQ, the capacity shall be allocated pro rata based on the Releasing and Replacement Shipper's nominated quantities.

Releasing Shipper may, however, provide for a different priority scheme in its offer of release.

(G) For releases of expedited firm capacity rights under Transporter's Rate Schedule EFT, any such released capacity shall be subject to the terms and conditions of Rate Schedule EFT.

15.5 TERM. The term for which Capacity may be released and assigned under this Section 15 may not be greater than the remaining primary term of Releasing Shipper's Transportation Service Agreement with the Transporter.

15.6 RATE.

(A) The Releasing Shipper shall have the following options for the rate at which it releases Capacity:

- (1) The rate can either be a monthly Reservation Fee or a daily volumetric rate; and
- (2) The rate can either be denominated in dollars and cents or as a percentage of the maximum tariff rate.

(B) The Reservation Fee, volumetric rate, or percentage of the maximum tariff rate for Capacity released and assigned under this Section 15 may not be less than the Reservation Fee, volumetric rate, or percentage set forth in the Releasing Shipper's notice regarding the release under Subsection 15.15(A) (9), if any, nor greater than the maximum Reservation Fee or volumetric rate for the service being released as set forth in Transporter's FERC Gas Tariff on Sheet Nos. 4 and 4A to this Second Revised Volume No. 1.

However, if the release is for a term of one (1) year or less and is to take effect on or before one (1) year from the date on which Transporter is notified of the release, the Reservation Fee, volumetric rate, or percentage of the maximum tariff rate for capacity released and assigned may exceed the maximum Reservation Fee or volumetric rate for the service being released.

Payments or other consideration exchanged between the Releasing Shipper and Replacement Shipper in a release to an Asset Manager as described in Subsection 15.14(A) (3) are not subject to the maximum rate.

(C) The Reservation Fee or volumetric rate at which the Capacity is released shall be inclusive of any demand surcharges applicable to the service being released.

- (D) For offers, bids, and awards, rates stated on a Reservation Fee basis shall use three (3) decimal places, rates stated on a volumetric basis shall use five (5) decimal places, and rates stated as a percentage of the tariff maximum shall be limited to whole percentages; fractions of percentages shall not be acceptable.

GENERAL TERMS AND CONDITIONS

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15.6 RATE (continued)

(E) In the event that the Capacity to be released is subject to a Negotiated Rate, as provided under Subsection 4.5 of Rate Schedule FT, or Subsection 4.5 of Rate Schedule EFT, or Subsection 4.5 of Rate Schedule LFT, the rate at which the Capacity may be released shall be capped at the maximum applicable tariff rate for all purposes except the obligation of the Releasing Shipper to pay Transporter the difference between the rate paid by a Replacement Shipper and the Negotiated Rate.

rate  
However, if the release is for a term of one (1) year or less and is to take effect on or before one (1) year from the date on which Transporter is notified of the release, the rate at which capacity subject to a Negotiated Rate may be released shall not be capped at the maximum applicable tariff rate.

15.7 DEFAULT BY REPLACEMENT SHIPPER. In the event that the Replacement Shipper defaults with respect

to any obligation owed to the Transporter, Transporter shall promptly notify Releasing Shipper of the default. Transporter may seek performance directly from Replacement Shipper with respect to any obligations owed by it to Transporter. After Transporter has made a reasonable effort to seek performance from any such Replacement Shipper for any obligations owed by it to Transporter

under any Rate Schedule FT, EFT, or LFT Agreement, Transporter may seek performance of a Reservation Fee (or Volumetric Rate in the case of a Volumetric Rate Release) obligations from a Releasing Shipper.

15.8 MARKETING FEE. Transporter may receive a marketing fee to be negotiated between Transporter and

Releasing Shipper if Releasing Shipper requests Transporter to actively market the Capacity. This fee shall be billed separately to Releasing Shipper.

15.9 RATE REFUND. In the event a rate refund is ordered covering any portion of a time period in which a release and assignment under this Section 15 was in effect, then such refund will be made to the Releasing Shipper to the extent of any amounts paid by the Releasing Shipper to the Transporter for the period (exclusive of fees under Subsection 15.8.) Any remaining refund shall be paid to the Replacement Shipper. Other arrangements with respect to rate refunds shall be allowed if specifically stated as a condition of the release pursuant to Subsections 15.14(B) and 15.15(A).

15.10 Unless otherwise superseded by this Section 15, a Replacement Shipper shall meet all requirements of Transporter's Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT, as appropriate, which requirements must be met prior to the commencement of Transportation

Service. Notwithstanding any provision of Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT, the Replacement Shipper's rights under the release and assignment shall not be superior to those of the Releasing Shipper.

(A) Transporter will maintain a list of potential bidders who have been approved for credit. To be placed upon the credit list, a potential bidder shall submit a notice to Transporter stating that it desires to be placed on such list, setting forth the amount of credit approval it seeks and the potential bidder shall meet the requirements of Section 26 of the

General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. A Shipper that has met Transporter's Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT requirements, as appropriate, and the Section 26 requirements shall be placed on the credit list at the appropriate credit limit without any further creditworthiness review or action by the Shipper.

(B) A potential bidder who is not yet approved for credit, who becomes a Replacement Shipper shall provide a prepayment to Transporter. No later than 11 a.m.(C.C.T.) of the business Day prior to the first Day in which Transportation Service is desired during a billing month, Replacement Shipper shall provide to Transporter's bank a prepayment equal to the reservation fees, utilization fees, and any other associated fees that are projected to

for  
Releasing  
as

become payable to Transporter based on Replacement Shipper's Scheduled Daily Deliveries the lesser of one month or the term of the release. Unless directed otherwise by Shipper, Transporter may, on a not unduly discriminatory basis, extend this deadline for Replacement Shipper. Such prepayment option shall remain in effect until such time as Replacement Shipper is deemed creditworthy or a credit enhancement has been put in place described in Section 26 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

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(continued)

15.11A release and assignment under this Section 15 shall not release Releasing Shipper from any of the obligations of its Transportation Service Agreement with Transporter, which shall remain in full force and effect and unmodified as if the release and assignment and the related Replacement Shipper's Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT service agreement had never been entered into, except:

(A) Releasing Shipper shall not be entitled to any of the capacity rights under its Transportation Service Agreement that are released by it for the period of the release and assignment. Recall or reput rights retained by the Releasing Shipper pursuant to Subsections 15.14(B)(4), 15.14(B)(5), 15.15(A)(4) and 15.15(A)(5) are not considered to be rights released by the Releasing Shipper, and

(B) Transporter shall bill Releasing Shipper for all amounts due to Transporter from Releasing Shipper under its Transportation Service Agreement. Transporter shall provide the Releasing Shipper with a concurrent credit on this bill equal to any Reservation Fees billed to the related Replacement Shipper(s) by Transporter for the released Capacity.

Fees

billable under Subsection 15.8 shall be billed separately.

(C) Payments made by a Replacement Shipper shall be applied first to any Reservation Fees incurred by the Replacement Shipper under its Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT Agreement and next to any Utilization Fees incurred by the Replacement

Shipper

under its Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT Agreement. The calculations in Subsection 15.11(B) above shall be revised to reflect the actual payments made by the Replacement Shipper.

(D) Transporter and a Releasing Shipper may, in connection with their agreement to a

Negotiated

Rate under Subsection 4.5 of Rate Schedule FT, Subsection 4.5 of Rate Schedule EFT, or Subsection 4.5 of Rate Schedule LFT, agree upon payment obligations and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth within this Section 15.11. Nothing in the foregoing provision, however, shall authorize Transporter or a Shipper to violate the Commission's policy with respect to the negotiation of terms and conditions of service.

(E) In the event of a permanent Primary Point Adjustment pursuant to Subsection 15.4(E) by a Replacement Shipper under a temporary capacity release transaction, Releasing Shipper's Transportation Service Agreement with Transporter shall be permanently revised to reflect such adjustment.

15.12 PERMANENT RELEASES. A Shipper may offer to permanently release all or part of its capacity pursuant to the procedures of Subsections 15.14 or 15.15 of this FERC Gas Tariff, Second

Revised

Volume No. 1. However, a permanent release must be for the entire remaining term of the Releasing Shipper's Transportation Service Agreement and may not utilize a volumetric rate form otherwise permitted under Section 15.6. Any potential Replacement Shipper under this Subsection 15.12 must meet the creditworthiness standards stated in Section 26 of the General Terms and Conditions. Section 15.10 (B) shall not apply to Replacement Shippers for permanent capacity releases. Upon the consent of Transporter and the execution of a Transportation Service Agreement with the Replacement Shipper, Transporter will release Releasing Shipper from all of its obligations arising from service provided pursuant to the Transportation Service Agreement prospectively from the date of permanent assignment. However, Releasing Shipper will remain obligated for any fees, surcharges, or other obligations related to service provided under Releasing Shipper's Transportation Service Agreement prior to the date of its permanent assignment. Transporter may require that the Replacement Shipper agree to a rate and/or term equal to those in the Releasing Shipper's Transportation Service Agreement, or to any other provision in Releasing Shipper's Transportation Service Agreement. Transporter's consent to allow a permanent release shall not be unreasonably withheld, and shall be applied on a non-discriminatory basis.

15.13 This section reserved for future use.

GENERAL TERMS AND CONDITIONS

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15.14 PRE-ARRANGED CAPACITY RELEASES FOR WHICH BIDDING IS NOT REQUIRED

(A) The bidding procedures of Subsection 15.15 are not required of the pre-arranged capacity release transactions described below, but may be utilized at the election of the Releasing Shipper:

- (1) Pre-arranged capacity release transactions at the maximum tariff rate that are for a term of more than one (1) year.
- (2) Pre-arranged capacity release transactions for thirty-one (31) days or less.
- (3) Pre-arranged capacity release transactions to an Asset Manager that contain a condition that the Releasing Shipper may call upon the Replacement Shipper (Asset Manager) to deliver to, or purchase from, the Releasing Shipper a volume of gas up to one-hundred percent (100%) of the daily contract demand of the released

transportation

capacity, provided that,

- (i) if the capacity release is for a period of one (1) year or less, the Asset Manager's delivery or purchase obligation must apply on any day during a minimum period of the lesser of five (5) months (or 155 days) or the term

of

the release; or

- (ii) if the capacity release is for a period of more than one (1) year, the

Asset

Manager's delivery or purchase obligation must apply on any day during a minimum period of five (5) months (or 155 days) of each twelve (12) month period of the release, and on five-twelfths (5/12) of the days of any additional period of the release not equal to twelve (12) months.

- (4) Pre-arranged capacity release transactions to a marketer participating in a state-regulated retail access program that will be utilized by the Replacement Shipper to provide the gas supply requirement of retail consumers pursuant to a retail access program approved by the state agency with jurisdiction over the local distribution company that provides delivery service to such retail consumers.

(B) For pre-arranged capacity release transactions under this Subsection 15.14, the Releasing Shipper shall provide the following information to the Transporter either in writing, through GLConnect, or through electronic data interchange (EDI):

- (1) Name and address of Releasing Shipper, including the name, address, telephone number, fax number, and e-mail address of the person to be responsible for the release and assignment transaction and the same information for the pre-arranged Replacement Shipper. The Dun & Bradstreet Number of both the Releasing Shipper and the pre-arranged Replacement Shipper must be provided to Transporter.

- (2) The amount of Releasing Shipper's Capacity to be released and assigned.

- (3) The term of the proposed release and assignment of Releasing Shipper's Capacity, including commencement and termination dates which can be any day of the month. Releasing Shipper shall also indicate whether the capacity release transaction is of

a

temporary or permanent nature.

- (4) An indication of whether or not the capacity may be recalled by the Releasing Shipper and, if applicable, the objectively stated, non-discriminatory criteria under which the capacity may be recalled. If recallable, the Releasing Shipper shall specify, as

a

condition of the capacity offer, which of the recall notification periods stated in Subsection 15.3(A) pertain, and whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day.

GENERAL TERMS AND CONDITIONS

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- (5) An indication of whether or not capacity recalled by the Releasing Shipper may be reput back to the Replacement Shipper and, if applicable, the objectively stated, discriminatory criteria under which the capacity recalled by the Releasing Shipper be reput back to the Replacement Shipper.
- Releasing
- (6) The Primary Receipt Point(s) of the Capacity to be released and assigned by Releasing Shipper.
- (7) The Primary Delivery Point(s) of the Capacity to be released and assigned by Shipper.
- (8) Transporter's contract identification number.
- (9) Pursuant to Subsection 15.6, the Reservation Fee per Dth or the 100% Volumetric Rate per Dth to be charged to the Replacement Shipper cannot be higher than the maximum rate as set forth on Sheet Nos. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1 for the service being released. The rate to be charged may also be stated as a percentage of the maximum tariff rate on either a Reservation Fee or volumetric rate basis.
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the
- However, if the release is for a term of one (1) year or less and is to take effect or before one (1) year from the date on which Transporter is notified of the release, the Reservation Fee per Dth or the 100% Volumetric Rate per Dth may be higher than maximum rate for the service being released. Further, payments or other consideration exchanged between the Releasing Shipper and Replacement Shipper in a release to an Asset Manager as described in Subsection 15.14(A) (3) are not subject to the maximum rate.
- (10) An indication of whether or not the offer is stand-alone. If the offer is not stand-alone, the Releasing Shipper must specify the applicable terms and conditions.
- be
- (11) A minimum volumetric commitment for capacity release transactions where the rate to be charged is in a volumetric form. Releasing Shipper may state the minimum volumetric commitment as either a quantity in Dth or as a percentage of the maximum total quantity that could be transported under the terms of the capacity release transaction. If no minimum volumetric commitment is provided, the minimum shall be deemed to be zero (0).
- (12) Any other terms and conditions agreed to by the Releasing Shipper and the Replacement Shipper.
- (13) An indication of whether the pre-arranged capacity release is to an Asset Manager as described in Subsection 15.14(A) (3), and the Asset Manager's obligation as to volumetric level and effective time period(s) to deliver gas to, or purchase gas from, the Releasing Shipper.
- (14) An indication of whether the pre-arranged capacity release is to a marketer participating in a state-regulated retail access program as described in Subsection 15.14(A) (4).

GENERAL TERMS AND CONDITIONS  
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(continued)

- (C) If the Releasing Shipper determines to utilize the bidding procedure pursuant to Subsection 15.15 below, then the Releasing Shipper shall comply with the requirements of that subsection in lieu of the requirements of this subsection.
- (D) If all of the information provided pursuant to Subsection 15.14(B) is valid and the Replacement Shipper has been determined to be creditworthy pursuant to Subsection 15.10, then, pursuant to Standards 5.3.1 and 5.3.2 of the latest version of the Standards promulgated by the North American Energy Standards Board (NAESB), the following timeline shall apply.
- (1) Pre-arranged capacity release transactions not subject to the bidding requirements of Subsection 15.15 will be posted one (1) hour prior to the deadline for nominations, as follows (all times are C.C.T.):
- | Nomination Cycle | Posting Due By |
|------------------|----------------|
| Timely           | 10:30 a.m.     |
| Evening          | 5:00 p.m.      |
| Intra-Day 1      | 9:00 a.m.      |
| Intra-Day 2      | 4:00 p.m.      |
- Transporter may, on a not unduly discriminatory basis, extend this timeline provided that such action does not adversely impact any other shipper(s) on Transporter's pipeline system.
- Nominations may be submitted beginning with the next available nomination cycle for the effective date of the contract.
- (2) Transporter shall tender a contract with the contract identification number to the Replacement Shipper within one (1) hour of the award posting.
- (E) Subsection 15.14(A) (1), 15.14(A) (3), and 15.14 (A) (4) transactions can be rolled-over for subsequent periods without bidding.
- (F) A Releasing Shipper in Subsection 15.14(A) (2) transactions cannot roll over, extend, or in any way continue the release to the same Replacement Shipper utilizing the 15.14 (A) (2) bidding exemption until 28-days after the first release period has ended; provided however that the 28-day hiatus does not apply to any release to the same replacement shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in 15.14 (A) (1), 15.14 (A) (3) and 15.14 (A) (4).

15.15 PROCEDURE FOR BIDDABLE CAPACITY RELEASES

- (A) Releasing Shipper either shall post on GLConnect, transmit through EDI, or provide to Transporter a written notification containing the following information:
- (1) Name and address of Releasing Shipper, including the name, address, telephone number, fax number, and e-mail address of the person to be responsible for the release and assignment transaction and if there is a pre-arranged Replacement Shipper, the same information for that Replacement Shipper. The Dun & Bradstreet Number of both the Releasing Shipper and the Replacement Shipper must also be provided to Transporter.
- (2) The amount of Releasing Shipper's Capacity to be released and assigned, and an indication of whether or not Releasing Shipper will accept bids for less than the full quantity being released. If Releasing Shipper will accept bids for less than the full quantity being released, Releasing Shipper must indicate the minimum acceptable quantity it is willing to accept, and whether or not this minimum acceptable quantity should be displayed in the offer.
- (3) The term of the proposed release and assignment of Releasing Shipper's Capacity, including commencement and termination dates, which can be any Day of the Month. Releasing Shipper shall also indicate if it will accept bids for less than the full term being offered. If Releasing Shipper will accept bids for less than the full term, Releasing Shipper must indicate the minimum acceptable term it is willing to accept and whether or not this minimum acceptable term should be displayed in the offer. Releasing Shipper shall also indicate whether the capacity release transaction is of a temporary or permanent nature.

GENERAL TERMS AND CONDITIONS

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15.15 (A) (continued)

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- (4) An indication of whether or not the capacity may be recalled by the Releasing Shipper and, if applicable, the objectively stated, non-discriminatory criteria under which the capacity may be recalled. If recallable, the Releasing Shipper shall specify, as a condition of the capacity offer, which of the recall notification periods stated in Subsection 15.3(A) pertain, and whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day.
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- (5) An indication of whether or not capacity recalled by the Releasing Shipper may be reput back to the Replacement Shipper and, if applicable, the objectively stated, discriminatory criteria under which the capacity recalled by the Releasing Shipper be reput back to the Replacement Shipper.
- Releasing
- (6) The Primary Receipt Point(s) of the Capacity to be released and assigned by Releasing Shipper.
- (7) The Primary Delivery Point(s) of the Capacity to be released and assigned by Shipper.
- (8) Transporter's contract identification number.
- of
- (9) Pursuant to Subsection 15.6, the Releasing Shipper must indicate whether the rate to be charged is Reservation Fee based, volumetrically based, or based as a percentage the maximum tariff rate for the service released.
- The Releasing Shipper must also indicate the minimum Reservation fee per Dth, the minimum volumetric rate, or the minimum percentage of the maximum tariff rate acceptable to the Releasing Shipper. If no minimum is specified, the minimum will be deemed to be \$.001 per Dth for the Reservation Fee, \$.00001 per Dth for the 100% Volumetric Rate, or no minimum percentage of the maximum tariff rate, as appropriate.
- Releasing Shipper shall indicate whether the minimum acceptable Reservation fee per Dth, the minimum acceptable volumetric rate, or the minimum acceptable percentage of the maximum tariff rate is to be displayed in the offer.
- 15.15(F) (3)
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- utilizing
- (10) Releasing Shipper's selection of one of the methods provided in Subsection for use in Transporter's determination of the best bid. If no method of evaluation chosen or provided by the Releasing Shipper, Transporter shall evaluate bids the net revenue method of Section 15.15(F) (3) (b).
- (11) Releasing Shipper's selection of a tie-breaking method which may be by pro rata allocation or some other non-discriminatory method.
- (12) The information required under Subsection 15.15(I) for any pre-arranged Replacement Shipper.

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15.15 (A) (continued)

period, (13) The specific non-discriminatory, objective criteria under which contingent bids would be accepted. Releasing Shipper must specify whether and, if so, for what time the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity.

open (14) Subject to the timeline established in Subsection 15.15(B), the date on which the season is to begin and end if greater than the minimums provided for in the timeline.

be (15) A minimum volumetric commitment for capacity release transactions where the rate to be charged is on a volumetric basis. Releasing Shipper may state the minimum volumetric basis as either a quantity in Dth or as a percentage of the maximum total quantity that could be transported under the terms of the capacity release transaction. If no minimum volumetric commitment is provided, the minimum shall be deemed to be zero (0).

(16) An indication of whether or not the offer is stand-alone. If the offer is not stand-alone, the Releasing Shipper must specify the applicable terms and conditions.

(17) Any other objectively stated, non-discriminatory criteria applicable to all bidders related to the release such as, but not limited to: the release being part of an integrated transportation path or the ability to withdraw an offer to release after a valid bid has been placed and the reasons that such a withdrawal would be made.

by (B) If all of the information provided pursuant to Subsection 15.15(A) is valid, the Replacement Shipper has been determined to be creditworthy pursuant to Subsection 15.10, and the bid evaluation method is consistent with Subsection 15.15 (F) (3) (a)-(c), then, pursuant to Standards 5.3.1 and 5.3.2 of the latest version of the Standards promulgated by the North American Energy Standards Board (NAESB), the following timeline shall apply.

(1) Offers to release capacity should be tendered and open seasons shall begin by 12:00 p.m. (C.C.T.):

a (a) no later than the business day before nominations are due for the first day of capacity release transaction with a term of less than one (1) year, or

first (b) at least three (3) business days before timely nominations are due for the day of a capacity release transaction with a term of one (1) year or more.

Offers that do not utilize one of the bid evaluation methods of Subsection 15.15(F) (3) (a)-(c) must be received by Transporter by 11:00 a.m. (C.C.T.) in order to allow Transporter sufficient time to evaluate the bid evaluation method.

(2) Open seasons shall end at 1:00 p.m. (C.C.T.) on the business day before nominations are due for the first day of the capacity release transaction.

**Tenth Revised Sheet No. 42A** Tenth Revised Sheet No. 42A : Effective  
Superseding: Ninth Revised Sheet No. 42A

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(continued)

15.15 (B) (continued)

(3) The evaluation period begins at 1:00 p.m. (C.C.T.) and ends at 2:00 p.m. (C.C.T.) on the same day that the open season ended. During this time, contingencies are eliminated, the determination of best bid is made, and ties are broken.

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also

(4) The award of capacity to the Replacement Shipper shall be communicated by 2:00 p.m. (C.C.T.) on the same day that the open season ended. Pursuant to Subsection

the terms of the best bid which a pre-arranged Replacement Shipper may match must

be communicated to such pre-arranged Replacement Shipper by this time. The pre-arranged Replacement Shipper shall have until 2:30 p.m. (C.C.T.) of that same day to match the terms of the best bid in writing, through GLConnect, or through EDI.

date

(5) The award of released capacity shall be posted to GLConnect or be available through EDI by 3:00 p.m. (C.C.T.) on the same day that the open season ended. Nominations may be submitted beginning with the next available nomination cycle for the effective

of the contract.

(6) Transporter shall tender a contract with the contract identification number to the Replacement Shipper within one (1) hour of the award posting.

(C) The posting of a notice is an offer by Releasing Shipper to entertain bids on the Capacity proposed to be released and assigned, but is not an offer by Transporter. Offers shall be binding until written or electronic notice of withdrawal is received by Transporter. Such offer may be withdrawn by the Releasing Shipper where unanticipated circumstances justify and no bid meeting the minimum bid criteria set forth by the Releasing Shipper in Subsection 15.15(A) above has been received. After a bid meeting those minimum requirements is received, such offer shall remain open until the priority bidder becomes

an

FT, EFT, or LFT Shipper pursuant to Subsection 15.15(G) below. Releasing Shipper's Subsection 15.15(A) notice authorizes Transporter to accept bids for the Capacity.

GENERAL TERMS AND CONDITIONS

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(continued)

15.15 (continued)

- (D) All bids will be open for viewing through GLConnect except that the identity of the bidder will remain confidential during the open season. To be considered under this subsection, bids must be: (1) received during an open season; (2) in writing, posted to GLConnect, or submitted through EDI; and (3) must conform with the provisions of Section 2 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and the Releasing Shipper's Subsection 15.15(A) requirements set forth in the capacity release notice. Additionally, the potential Replacement Shipper must provide Transporter with its Dun & Bradstreet Number.
- Bids, (E) Bids shall be binding until written or electronic notice is received by Transporter. however, cannot be withdrawn once the bid period ends.
- (F) At the close of the open season, one of the following will occur:
  - (1) In the event that a bid is not received by Transporter for the Capacity, Transporter shall so notify Releasing Shipper. A request by Releasing Shipper to solicit additional bids shall be treated as a new request under Subsection 15.15(A).
  - be (2) If one bid is received (bids must meet Subsection 15.15(A) requirements in order to valid), then Transporter will contract with the bidder if the bidder complies with Subsection 15.10 and will implement the capacity release pursuant to Subsection 15.15(B) above. Transporter shall so notify Releasing Shipper.

GENERAL TERMS AND CONDITIONS

(continued)

15.15 (F) (continued)

(3) If more than one bid is received, Transporter shall utilize the following criteria to determine the "best bid":

- (a) highest rate;
- (b) net revenue;
- (c) present value; or
- (d) any other non-discriminatory method specified by the Releasing Shipper in its notice of Subsection 15.15(A).

(4) In the event that more than one bid qualifies as the "best bid," then priority shall be allocated based on the method specified by the Releasing Shipper in its notice of Subsection 15.15(A). Priority bidders are not required to accept any quantity of gas less than the full quantity bid and may withdraw their bid at the time such

allocation

of the capacity is offered, unless the bidder has indicated that it would be willing to accept a lesser quantity. Transporter will contract with the bidder(s) receiving priority that complies with Subsections 15.10 and will implement the capacity release pursuant to Subsection 15.15(B) above. Transporter shall so notify Releasing Shipper.

(G) A successful bidder under Subsection 15.15(F) shall contract with Transporter under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT, as provided for in this section, for the Capacity pursuant to the terms of its bid and shall become a Replacement Shipper under this tariff. Notwithstanding any provision of Rate Schedule FT, Rate Schedule EFT, or

Rate

Schedule LFT, the Replacement Shipper's rights under the release and assignment shall not be superior to those of the Releasing Shipper.

(H) A bid is an offer by the bidder to accept from Transporter the Capacity posted on

GLConnect

pursuant to Subsection 15.15(C). The bid may be withdrawn or adjusted upward but not downward during the open season, and at the close of the open season shall remain open until the priority bidder becomes an FT, EFT, or LFT Shipper pursuant to Subsection 15.15(G) above. Contingent bids that meet the criteria set forth by the Releasing Shipper in Section 15.15(A) (13) above will be allowed. If the bid is not accepted or if the

bidder

fails to satisfy the applicable provisions of Transporter's Rate Schedule FT, Rate

Schedule

EFT, or Rate Schedule LFT, as appropriate, and become a Replacement Shipper, then Transporter will refund any payment made pursuant to Section 2.1(c) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

(I) Releasing Shipper may provide to Transporter, at the time of submission of the written notice required by Subsection 15.15(A), the name and bid terms of a pre-arranged Replacement Shipper. Transporter shall post the pre-arranged Replacement Shipper's bid on GLConnect at the same time that the Subsection 15.15(A) notice is posted. At the conclusion of the open season, if the pre-arranged Replacement Shipper is not the priority bidder under Subsection 15.15(F), then the pre-arranged Replacement Shipper shall have until 2:30 p.m. (C.C.T.) on the same day the open season ended in which to match the bid

of

the priority bidder under Subsections 15.15(F) (3) or 15.15(F) (4). In the event that the pre-arranged Replacement Shipper matches the bid of the priority bidder, then the pre-arranged Replacement Shipper shall become the priority bidder under Subsections

15.15 (F) (3)

or 15.15 (F) (4).

GENERAL TERMS AND CONDITIONS

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(continued)

15.16 TRANSPORTER'S RIGHT TO TERMINATE A TEMPORARY CAPACITY RELEASE

Service  
Replacement  
release  
conditions:

Transporter may elect to terminate a Replacement Shipper's individual Transportation Agreement, or the Replacement Shipper's Award Acknowledgment in the event the Shipper has executed a Master Service Agreement to cover multiple temporary capacity transactions, upon thirty (30) days prior written notice, under the following

- with  
26,  
Agreement  
Acknowledgment,
- (a) the Releasing Shipper has failed to maintain creditworthiness in accordance with Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, as applicable, and under the provisions of that Section  
Transporter has terminated the Releasing Shipper's Transportation Service from which capacity was released and assigned to the Replacement Shipper; and
  - (b) the rate payable to Transporter under the Replacement Shipper's individual Transportation Service Agreement, or the Replacement Shipper's Award Acknowledgment, is less than the Releasing Shipper's contract rate.

prior to  
the  
former  
rates  
(3)  
remaining

The Replacement Shipper may avoid termination of the Temporary Capacity Release if, the end of the 30-day notice period, the Replacement Shipper agrees that, beginning with the first day after the end of the 30-day notice period, it will pay the lower of (1) the Releasing Shipper's contract rate, (2) the maximum tariff reservation and utilization for Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT service, as applicable, or (3) such rate as mutually agreed upon by Transporter and Replacement Shipper, for the term of the Replacement Shipper's contract.

GENERAL TERMS AND CONDITIONS

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(continued)

16. Firm Service Agreement Expiration - Right of First Refusal. Section 16 applies to Shippers under Rate Schedule FT, Rate Schedule EFT, and Rate Schedule LFT to Transporter's FERC Gas Tariff, Second Revised Volume No. 1 with Agreements entered into prior to March 26, 2000, for a term of one year or more and that desire to continue Transportation Service beyond the primary term of the Agreement. For Agreements entered into on or after March 26, 2000, Section 16 applies to any Shipper with an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT that is at the maximum applicable tariff rate and is either: (1) for a term of twelve (12) or more consecutive months or (2) for a term of more than one (1) year for a

Service

which is not available for twelve (12) consecutive months, and that desires to continue Transportation Service beyond the primary term of the Agreement. However, this Section 16 shall not apply (i) to an interim service agreement associated with capacity that has been reserved for a Pre-arranged Service, for which Transporter has limited the interim service renewal rights, as provided in Section 2.2 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, (ii) to a service agreement associated with off-system capacity,

for

which Transporter has limited the renewal rights, as provided in Section 22.2 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, or (iii) to a limited-term service agreement associated with capacity that has been reserved for a future expansion project, for which Transporter has limited any extension rights, as provided in Section 14 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

that

Although Shippers under discounted recourse rate agreements and negotiated rate agreements do not qualify for the right of first refusal under this Section 16, Transporter and any such Shipper may expressly agree otherwise in Shipper's Agreement ("Contractual ROFR"), provided

the

the initial term of such Agreement is either for a term of twelve (12) or more consecutive months, or for a term of more than one (1) year for a Service which is not available for twelve (12) consecutive months. If the terms of Shipper's Agreement include a Reduction Option, the quantity subject to Section 16 shall be the quantity in effect on the date of termination of

initial Agreement.

Shipper may apply the provisions of this Section 16 to all or any part of the expiring capacity under its existing Agreement. Any quantity not subject to the provisions of this Section 16 shall be subject to the provisions of Section 2 of Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

16.1 Notification to Shipper and Shipper Response.

- a) Transporter shall notify Shipper twelve (12) months prior to the expiration of an existing Agreement of the impending termination, or may notify Shipper of Transporter's exercise of any contractual right to terminate the existing Agreement. Within thirty (30) days of Transporter's notification, Shipper shall provide to Transporter:

first

- 1) a written response stating that Shipper wishes to exercise its right of refusal pursuant to this Section 16, including the quantity, if any, for which Shipper does not wish the provisions of this Section 16 to apply; or

- 2) a written response stating that Shipper does not wish to exercise its right of first refusal.

Nothing in this section shall preclude Shipper from renewing the existing Agreement pursuant to Section 2.1 (b) of Rate Schedule FT and Rate Schedule EFT or Section 2(g) (2) of Rate Schedule LFT, as applicable.

the

- b) Shipper's failure to provide within thirty (30) days of Transporter's notification written response required by Subsection 16.1 (a) shall constitute an irrevocable waiver of Shipper's right of first refusal.

- c) Nothing in this section shall require Transporter to discount below the maximum rate

applicable to a Transportation Service nor shall Transporter be required to agree to any other terms.

GENERAL TERMS AND CONDITIONS

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(continued)

16.2 Posting of Notice for Bids. Within five (5) business days of receipt of Shipper's Subsection 16.1 (a) (1) written response that it wishes to exercise its right of first refusal, Transporter shall post upon its Web Site a notice of capacity available for bids containing the following information:

- a. The quantity of capacity available upon expiration of Shipper's existing Agreement subject to existing Shipper's right of first refusal (bids for partial capacity are permitted).
- b. The date of expiration of the Agreement.
- c. The Primary Receipt Point(s) of the Agreement.
- d. The Primary Delivery Point(s) of the Agreement.
- e. The maximum rate applicable to the Transportation Service as set forth on Sheet No. 4 and/or 4A.
- f. If the service to be renewed is under Transporter's Rate Schedule LFT, Transporter shall make clear in the posting that service is subject to periods of unavailability as provided for under such rate schedule and shall post the number of Days that Service shall be unavailable.

The notice shall remain posted on the Web Site and the capacity shall remain open for bids for thirty (30) days.

16.3 Submission of Bids. "Potential Shippers" are persons who desire Transportation Service to be provided to them in whole (or in part) from the capacity made available upon expiration of Shipper's existing Agreement. Bids from Potential Shippers must be received by Transporter within thirty (30) days of the Subsection 16.2 posting date. A bid shall be an offer to enter into a Transportation Service Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as appropriate.

16.4 Bid Requirements. A bid must be:

- a. posted directly on GLConnect or submitted in writing;
- b. signed by one authorized to sign contracts on behalf of the Potential Shipper, or

submitted

to GLConnect by one authorized to submit bids for Transporter's capacity on behalf of the Potential Shipper pursuant to Section 24, Electronic Communications, of the General Terms and Conditions; and

- c. submitted by a Potential Shipper that has complied with the requirements for a request for service pursuant to Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as appropriate, and with the creditworthiness provisions of Section 26 of the General Terms and Conditions.

agreeable

Transporter may reject all bids which propose a discount rate and term of discount not

to Transporter. If a Potential Shipper's bid is rejected or not awarded for any reason, Transporter will refund any payment made pursuant to Section 2.1 (d) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

16.5 Best Bid(s) for Matching Purposes.

- a) At the close of the bidding period, Transporter shall review all bids that met the bid requirements and that were not rejected by Transporter pursuant to Subsection 16.4. Such bids ("valid bids") shall be evaluated on the basis of the Net Present Value of the proposed reservation rate (or any other proposed form of revenue guarantee) and the associated proposed term ("NPV per unit"). As used in this Subsection 16.5, revenue guarantee shall include, but not be limited to, revenue based on any minimum throughput commitment proposed in a bid.
- b) The NPV per unit shall be determined utilizing the FERC approved interest rate as the discount rate, except that any bid rate higher than the maximum applicable tariff rate shall be deemed to be equal to the maximum applicable tariff rate.
- c) Transporter shall rank the bids in order of the highest to the lowest NPV per unit. From those ranked bids, Transporter will determine which bid(s) is the "Best Bid(s) for

Matching

Purposes" ("BBMP(s)"). The BBMP(s) shall be the bid(s), in order of ranking, which aggregate to a total quantity not greater than the capacity posted for bids under Subsection 16.2.



GENERAL TERMS AND CONDITIONS

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(continued)

16.6 Notice of Bid Results. Within fifteen (15) days of the close of the bidding period, Transporter will notify Shipper:

- 1) of the rate and term, as adjusted pursuant to Subsection 16.5 (b), and the quantity of each BBMP, if any, ranked from highest to lowest NPV per unit, or
- 2) that no valid bids were received.

16.7 Matching and Award of Capacity.

- a) Shipper shall have thirty (30) days from Transporter's Subsection 16.6 notice to match the BBMP(s) for the quantity that Shipper wishes to renew. Shipper shall match the BBMP(s) in order of ranking (highest to lowest).
- b) In order to match a BBMP, Shipper must agree to a net present value of rate and term which at least equals the net present value of the rate and term, as reflected in Transporter's Subsection 16.6 notice, of the BBMP being matched; provided, however that Shipper shall not be required to pay any rate higher than the maximum applicable tariff rate; and further provided that Transporter shall not be required to accept any rate other than the rate stated in the BBMP, or the maximum applicable tariff rate, nor shall Transporter be required to agree to any other terms.
- c) If a matched BBMP represents a volumetric portion of the total capacity posted for bids under Subsection 16.2, the volumetric amount of capacity to which the matched BBMP applies shall be awarded to Shipper. Shipper may choose to renew a volumetric portion of a particular BBMP provided it has matched any and all higher-ranked BBMP(s) for their full volumetric capacity.
- d) To the extent that the quantity Shipper wishes to renew exceeds the aggregate quantity of the BBMP(s), and after Shipper has matched all BBMP(s) for their full volumetric quantity, the provisions of Subsection 16.8 regarding absence of bids shall apply to the remaining quantity.

16.8 Absence of Bids. In the event Transporter does not receive any valid bids, Transporter and Shipper shall have thirty (30) days from Transporter's Subsection 16.6 notice to mutually agree upon the terms and conditions of renewed service, provided that a) Transporter shall not be required to discount below the maximum applicable tariff rate or to agree to any other terms; and b) Shipper may select the term of renewed service after agreeing to pay the maximum rate.

16.9 Any capacity not awarded to the existing Shipper shall be awarded to the Potential Shipper(s) whose bid(s) produces the highest NPV per unit utilizing the FERC approved interest rate as the discount rate and utilizing the actual term set forth in the bid(s).

16.10 Shipper's right of first refusal shall expire upon award to Shipper of the total capacity Shipper wishes to renew, or thirty (30) days from Transporter's Subsection 16.6 notice, whichever is earlier. Shipper shall have a new right of first refusal on its renewal agreement for a) capacity renewed at the maximum rate that meets the requirements set forth in Section

16;

and b) capacity renewed under a discounted recourse rate agreement or negotiated rate agreement if Shipper and Transporter so agree in accordance with Section 16.

16.11 Upon expiration of Shipper's right of first refusal, the provisions of Section 2 of Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 shall apply.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-447-000

**Third Revised Sheet No. 47** Third Revised Sheet No. 47 : Effective  
Superseding: Second Revised Sheet No. 47

GENERAL TERMS AND CONDITIONS

(continued)

17. Gas Research Institute Passthrough Provision

17.1 Purpose

Transporter shall be a voluntary collection agent for Shippers who voluntarily choose to support Gas Research Institute (GRI) as provided in Subsection 17.2.

17.2 Voluntary GRI Contribution Mechanism

Pursuant to Section 1.7 of the January 21, 1998, GRI Settlement & Agreement in Docket No. RP97-149-003, et al., Transporter will act as a voluntary collection agent for Shippers who voluntarily choose to contribute to GRI programs. Transporter's invoices will provide for a "check the box" voluntary GRI contribution and such contribution shall be paid to Transporter along with other amounts due on that invoice. The "check the box" provision will allow a Shipper to specify the amount of the contribution and the project or project areas to be funded.

*Effective Date: 08/01/2004 Status: Effective*  
*FERC Docket: RP04-447-000*

**Tenth Revised Sheet No. 48** Tenth Revised Sheet No. 48 : Effective  
Superseding: Ninth Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS

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(continued)

17.3 Remittance to GRI

Transporter shall remit to GRI, not later than fifteen (15) days after the receipt thereof, the amount of all voluntary GRI contributions received along with a listing by Shipper of such voluntary contributions as provided in Subsection 17.2, including any identified project or project areas.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97- 55-002

**Substitute First Revised Sheet No. 49** Substitute First Revised Sheet No. 49 : Effective  
Superseding: ORIGINAL SHEET NO. 49

GENERAL TERMS AND CONDITIONS

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18. Annual Charges Adjustment

18.1 Purpose

Section 3401 of the Omnibus Budget Reconciliation Act of 1986 provides that the Commission establish annual charges for each fiscal year ending September 30, in an amount equal to all costs incurred to operate FERC for the fiscal year.

For the exclusive purpose of pass through of Transporter's annual charge, this section establishes an Annual Charges Adjustment (ACA) to be applicable to all of Transporter's Transportation Rate Schedules.

18.2 Basis of the Annual Charges Adjustment

This commodity (utilization) charge factor is reflected on Sheet No. 7 of Second Revised Volume No. 1 of Transporter's FERC Gas Tariff. The monthly billing amount related to these charges is determined by multiplying the unit based charge factor, established annually by the FERC, by the quantities delivered to the respective customers each month.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 63-005

**Original Sheet No. 50** Original Sheet No. 50 : Effective

GENERAL TERMS AND CONDITIONS

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(continued)

18.3 Filing Procedure

The notice period and proposed effective date of filings pursuant to this subsection shall be 30 days unless, for good cause shown, a lesser notice period and different effective date are allowed by valid Commission order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

18.4 It is Transporter's intent not to recover any annual charges recorded in FERC Account No. 928 in a Natural Gas Act Section 4 rate proceeding. Transporter reserves the right to change methods of annual charges cost recovery in the context of a general rate change filing under 18 CFR Section 154.63.

Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Sixth Revised Sheet No. 50A** Sixth Revised Sheet No. 50A : Effective  
Superseding: Fifth Revised Sheet No. 50A

GENERAL TERMS AND CONDITIONS

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(continued)

19. DISCOUNTING POLICY.

As stated in Section 4.2 of Rate Schedules FT, EFT, LFT and IT and in Section 4.1 of Rate Schedule MC of this FERC Gas Tariff, Second Revised Volume No. 1, Transporter may from time to time selectively adjust any or all of the rates charged to any individual Shipper for which maximum and minimum rates are stated on Sheets 4, 4A, and 5A of this FERC Gas Tariff, Second Revised Volume No. 1. Discounting of rate charges shall, however, be done in the following order:

1. Reservation Fee
2. Utilization Fee, but not below the stated minimum charge.

19.1 In addition to a basic discount as provided in Section 4.2 of Rate Schedules FT, EFT, LFT, and IT and in Section 4.1 of Rate Schedule MC, Shipper and Transporter may from time to time agree in writing to a specified discount of the otherwise applicable rates and charges. Such specified discounts, as described in this Section 19.1, shall not constitute a material deviation from Transporter's applicable pro forma Service Agreement. In all circumstances the specified discounted rate, as described in Shipper's Service Agreement, shall be between the maximum rate and the minimum rate applicable to the service provided. Such specified discounted rate may:

1. apply only to certain specified quantities (MDQ or utilization quantities) under the Agreement;
2. apply only if specified quantity levels are achieved (with different rates, charges, and fees applicable to all quantities above such levels, or to all quantities under the Agreement if the specified levels are not achieved);
3. apply in a specified relationship to quantities actually transported (i.e. that the rates shall be adjusted in relationship to quantities actually transported);
4. apply only during specified time periods;
5. apply only to specified points, zones, markets, transportation paths, or other defined geographical areas, or for specific direction of gas flow;
6. apply to production reserves committed by the Shipper;
7. apply to quantities conditioned upon implementation and completion of a construction project or acquisition of facilities;
8. provide that if one rate component which was equal to or within the applicable maximum and minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Transporter's maximum rates equal the new applicable maximum or minimum rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to the rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts the applicable revised maximum and minimum rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which

found rates which had been charged under a discount agreement exceeded rates which ultimately are to be just and reasonable;

prices 9. be based on published index price point differentials, or arrived at by formula. Point  
other shall be based on published index prices for specific receipt and/or delivery points or  
that agreed-upon pricing reference points for price determination. The discounted rate shall  
will not change the underlying rate design nor include any minimum bill or minimum take provision  
discounted, and has the effect of guaranteeing revenue. Any service agreement containing such a discount  
identify what rate component (i.e. reservation charge or usage charge or both) is  
any formula will produce a reservation rate per unit of contract demand.

GENERAL TERMS AND CONDITIONS

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(continued)

20. CONSTRUCTION & FINANCING OF LATERALS

Unless otherwise agreed to by the parties, Transporter shall not be required to own, construct or install gas supply or market lateral facilities. In the event Transporter agrees to own, construct or install gas supply or market area lateral facilities, Transporter shall do so on a not unduly discriminatory basis, and may require the reimbursement of costs associated therewith as agreed to by the parties. Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Nothing in this policy statement, further, shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown.

21. PERIODIC REPORTS REQUIRED BY COMMISSION ORDER OR SETTLEMENT AGREEMENT(S)

Semi-Annual Transporter's Use Report  
Pursuant to Docket No. RP91-174-008  
Filed semi-annually each January 31 and July 31  
Workpapers setting forth the calculations of the monthly Transporter's Use percentages applicable during the preceding six month period

Annual Interruptible/Overrun (I/O) Revenue Sharing Report  
Pursuant to Docket Nos. RP91-143-000, et al  
Filed annually within thirty (30) Days of remittance of funds  
Calculations reflecting the application of the I/O Revenue Sharing mechanism and remittances made to firm shippers for I/O revenue collected for the period November 1 through October 31 of each year

Penalty Revenue Crediting Report  
Pursuant to Docket No. RP00-329-004  
Filed within thirty (30) days of remittance of funds  
Calculations reflecting the distribution of penalty revenues to qualifying shippers pursuant to Section 25 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, including support for any applicable costs netted against such distributed amounts.

22. OFF-SYSTEM CAPACITY

Transporter will only utilize third party, off-system capacity for others pursuant to its existing Part 284 tariff and the rates provided therein, as approved by the Federal Energy Regulatory Commission. For purposes of transactions entered into pursuant to this section, the "Shipper must hold title" requirement is waived.

22.1 Third Party Transporter's Use

Transporter shall require Shipper to furnish Transporter's Use that Transporter is required to furnish to any third party attributable to performance of service on behalf of Shipper.

22.2 Renewal Limitations

In the event that off-system capacity utilized by Transporter on behalf of Shipper is subject to

renewal limitations, as specified in a third party provider's tariff and/or as provided by FERC regulation, Transporter will indicate in any posting of capacity available for service any limitation to renewal rights that will apply as a result of limitations on the off-system capacity.

GENERAL TERMS AND CONDITIONS

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23. NAESB STANDARDS

As adopted by the Commission in Order No. 587, Order No. 587-B, Order No. 587-C, Order No. 587-G, Order No. 587-H, Order No. 587-K, Order No. 587-M, Order No. 587-O, Order No. 587-R, Order No.

587-S,

Order No. 698, and Order No. 587-T, and codified in Section 284.12 of the Commission's regulations, the North American Energy Standards Board (NAESB) standards to standardize the business practices

and

electronic communications of the gas industry not specifically incorporated in this FERC Gas Tariff, Second Revised Volume No. 1 are hereby incorporated by reference. Notwithstanding this Section 23, Transporter shall adhere to the NAESB Standards as modified by Order No. 717.

NAESB STANDARDS INCORPORATED BY REFERENCE All standards listed below refer to Version 1.8:

Credit and General Standards: 0.1.1, 0.1.2, 0.1.3, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1.

Nomination Related Standards: 1.1.2, 1.1.3, 1.1.5, 1.1.7, 1.1.9, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17, 1.1.18, 1.1.22, 1.2.1, 1.2.2, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7.

Flowing Gas Related Standards: 2.1.1, 2.1.2, 2.1.3, 2.1.6, 2.2.1, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18.

Invoicing Related Standards: 3.1.1, 3.1.2, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26,

3.4.1,

3.4.2, 3.4.3, 3.4.4.

Electronic Delivery Mechanism Related Standards: 4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.1.40, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93.

Capacity Release Related Standards: 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.3.4, 5.3.9, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.20, 5.3.22, 5.3.24, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.49, 5.3.52, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19,

5.4.20,

5.4.21, 5.4.22, 5.4.23.

Internet Electronic Transport: 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8,

10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,  
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25.

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*FERC Docket: RP99-466-005*

**Substitute First Revised Sheet No. 50D** Substitute First Revised Sheet No. 50D : Effective  
Superseding: Sheet Nos. 50D Through 50J

SHEET NUMBERS 50D THROUGH 50J ARE RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

(continued)

24.1.4 Back-up Records and Archived Material

Transporter will retain daily back-up records of the information displayed on the Electronic Bulletin Board for three years and permits a User to review those records, which are archived and reasonably accessible. A User must contact Transporter with a written request to retrieve back-up records or archived material. Transporter will make archived information available in electronic format.

24.1.5 User Transactions Via Transporter's Electronic Bulletin Board

Any user may use Transporter's Electronic Bulletin Board to:

- a) Provide nominations pursuant to these General Terms and Conditions;
- b) Submit a bid as an Offering Shipper under Section 16 of these General Terms and Conditions, and
- c) Participate in Transporter's Firm Capacity Release Program pursuant to Section 15 of these General Terms and Conditions, including:
  - i) Placing an offer to release directly on ACCELERATE
  - ii) Placing a bid for capacity offered for release directly on ACCELERATE
  - iii) Placing an offer to obtain capacity that may be offered for release directly on ACCELERATE
  - iv) Executing an Award Acknowledgement in the event that Shipper is awarded temporary released capacity and Shipper has executed a Master Service Agreement

The Shipper also may participate in Transporter's Firm Capacity Release Program by submitting these items to Transporter in writing pursuant to Section 15 of these General Terms and Conditions.

24.1.6 Information Accessible Via Transporter's Electronic Bulletin Board

Any User may obtain the following information via Transporter's Electronic Bulletin Board:

- a) Information concerning:
  - i) The availability of capacity for firm and interruptible transportation at receipt points, on the mainline and at delivery points;
  - ii) Whether the capacity is available from Transporter directly, in association with exercise of a Shipper's Right of First Refusal, or through Transporter's Firm Capacity Release Program; and
  - iii) Offers by Shippers to assume or acquire capacity pursuant to Section 15 of these General Terms and Conditions;

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FERC Docket: RP99-466-000

Original Sheet No. 50F Original Sheet No. 50F : Superseded

GENERAL TERMS AND CONDITIONS

(continued)

24.1.7

AGREEMENT FOR USE OF  
THE ACCELERATE ELECTRONIC BULLETIN BOARD SYSTEM

This agreement is executed \_\_\_\_\_, 199\_\_ by and between \_\_\_\_\_ (ACCELERATE Subscriber), and Great Lakes Gas Transmission Limited Partnership (Great Lakes). For and in consideration of the mutual covenants and provisions contained in this agreement and subject to all of the terms, provisions and conditions set forth in it, ACCELERATE Subscriber and Great Lakes agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Great Lakes shall make available to ACCELERATE Subscriber Great Lakes' ACCELERATE Electronic Bulletin Board System (ACCELERATE). ACCELERATE Subscriber may use ACCELERATE: (1) to nominate quantities of natural gas for receipt and delivery by Great Lakes pursuant to an existing service agreement under any of Great Lakes' rate schedules; (2) to place notices and to bid for capacity under Great Lakes' capacity release programs; (3) to contract with Great Lakes for temporary capacity release transactions awarded under Great Lakes' capacity release programs by executing the applicable Award Acknowledgement through ACCELERATE; and (4) to view such other information as Great Lakes may from time to time make available to ACCELERATE Subscriber through ACCELERATE.

ARTICLE II TERMS AND CONDITIONS

ACCELERATE Subscriber's use of ACCELERATE shall be in accordance with and subject to: (1) Great Lakes' effective FERC Gas Tariff, Second Revised Volume No. 1, including any and all applicable provisions of the General Terms and Conditions of that tariff (General Terms and Conditions); (2) any superseding Great Lakes' FERC Gas Tariff authorized by the Federal Energy Regulatory Commission (FERC); and (3) the terms and conditions of any relevant rate schedules that appear in Great Lakes' effective FERC Gas Tariffs or superseding FERC Gas Tariffs, all of which are expressly incorporated by reference into this agreement.

Authorized Use and Confidentiality of ACCELERATE.

Use of ACCELERATE USERIDs and passwords by ACCELERATE Subscriber is limited to only those persons who have been authorized by the ACCELERATE Subscriber to use ACCELERATE (Authorized Personnel), as indicated in the Computer Access Request Form(s) attached to this agreement. Great Lakes shall provide each Authorized Personnel with an individualized user identification code (USERID) and password. A reasonable number of USERIDs and passwords will be provided for the use of each ACCELERATE subscriber. Use of such USERIDs and passwords shall be sufficient to verify Subscriber as the party bound by any documents, nominations, postings, bids or other information transmitted pursuant to such use.

Effective Date: 10/01/1999 Status: Effective

FERC Docket: RP99-466-000

Original Sheet No. 50G Original Sheet No. 50G : Superseded

GENERAL TERMS AND CONDITIONS

(continued)

The ACCELERATE Subscriber shall designate one or more Authorized Personnel (Designated Personnel) who are additionally authorized: (1) to nominate under ACCELERATE Subscriber's existing service agreements under any of Great Lakes' rate schedules; and/or (2) to perform the following functions upon ACCELERATE under Great Lakes' capacity release program: (a) place notices upon ACCELERATE to acquire capacity, (b) place notices upon ACCELERATE to release capacity, or (c) place binding bids to acquire capacity; any of which will legally bind ACCELERATE Subscriber to any nomination, to any notice of capacity release, or to any bid for capacity. The ACCELERATE Subscriber may also designate one or more Authorized Personnel who are authorized to execute the applicable Award Acknowledgement form through ACCELERATE for temporary capacity release transactions awarded through Great Lakes' capacity release program and thereby legally bind Subscriber to such executed Award Acknowledgement. Such individual shall be provided with a second and distinct password for performing the contracting function. Great Lakes shall be entitled to rely upon ACCELERATE Subscriber's representation that any and all Designated Personnel authorized to perform any ACCELERATE function listed above have been duly authorized to enter nominations, to place notices of capacity release, to place binding bids to acquire capacity, and to execute capacity release Award Acknowledgements. ACCELERATE Subscriber shall be bound by all actions performed pursuant to Authorized Personnel's or Designated Personnel's USERIDs or passwords.

ACCELERATE Subscriber shall not disclose to persons other than Authorized Personnel, and shall keep completely confidential, all USERIDs and passwords issued to ACCELERATE Subscriber by Great Lakes. In addition, each Authorized Personnel shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Personnel. ACCELERATE Subscriber shall be solely responsible for any and all improper use of USERIDs and passwords related to any such unauthorized disclosure by Subscriber, or former or current Authorized Personnel of Subscriber.

ACCELERATE Subscriber shall immediately inform Great Lakes in writing whenever it desires: (1) to terminate access to ACCELERATE that has been previously granted to any Authorized Personnel, or (2) to terminate or to limit the status of any Designated Personnel. ACCELERATE Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Personnel that at some point are no longer employed or controlled by ACCELERATE Subscriber. Great Lakes reserves the right, upon cause, to invalidate any password or USERID. Great Lakes will provide notice and inform the ACCELERATE Subscriber as to the reason for the invalidation.

Neither ACCELERATE Subscriber nor Great Lakes shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, computer hardware, computer software or lines of pipe, line freezeups, failure of electronic communication, or the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of ACCELERATE Subscriber or Great Lakes or some other person or concern, not within the control of the claiming party and that by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or to prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party. Such causes or contingencies affecting the performance of this agreement by ACCELERATE Subscriber or by Great Lakes shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

GENERAL TERMS AND CONDITIONS

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Other Terms and Conditions

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and/or receive documents, bids, notices, and nominations. Any transmission by one party shall be binding upon receipt by the other party, except that, if any transmission is received in an unintelligible or garbled form, the receiving party shall promptly notify the other party, and such garbled or unintelligible transmission shall not be deemed binding.

Any transmission properly transmitted shall be considered to be a writing or in writing; and any such transmission containing, or to which there is affixed, Subscriber's USERID and password, shall be deemed for all purposes to have been signed and to constitute an original when printed from electronic files or records established and maintained in the course of business (Signed Documents). The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Use of ACCELERATE is expressly subject to: (1) all of the General Terms and Conditions of Great Lakes' effective FERC Gas Tariff(s); (2) all of the terms and conditions of any rate schedule and service agreement that may be applicable to any transaction performed by ACCELERATE Subscriber and Great Lakes by means of ACCELERATE; and (3) any superseding General Terms and Conditions and rate schedules, all of which are incorporated by reference in this agreement. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Great Lakes' effective FERC Gas Tariffs that are incorporated by reference in this agreement, such other terms and conditions shall govern ACCELERATE Subscriber's use of ACCELERATE.

ARTICLE III TERM

This agreement shall be in full force and effect from the date of execution and shall continue until terminated by either ACCELERATE Subscriber or Great Lakes on at least thirty (30)-days notice. ACCELERATE Subscriber agrees that Great Lakes shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in: (1) the rates and charges (if any) applicable to service pursuant this agreement, (2) the terms and conditions of this agreement, or (3) any provision of the General Terms and Conditions or Great Lakes' FERC Gas Tariffs and rate schedules applicable to this agreement. Great Lakes agrees that ACCELERATE Subscriber may protest or contest those filings, and ACCELERATE Subscriber does not waive any rights it may have with respect to such filings.

GENERAL TERMS AND CONDITIONS

(continued)

ARTICLE IV ADDRESSES

Except as otherwise provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement, any notice, request, demand, statement, bill or payment provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement or any notice that any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified or regular United States or Canadian mail to the address of the parties to this agreement as follows:

(a) Great Lakes Gas Transmission Limited Partnership  
One Woodward Avenue, Suite 1600  
Detroit, Michigan 48226  
Attn: Legal Department

(b) ACCELERATE Subscriber:

To the address provided on the attached Computer Access Request Form, or such other address as either party shall designate by written notice to the other. Great Lakes may also provide any such notice, request, demand, statement, or bill by electronic means by posting such notice, request, demand, statement, or bill upon ACCELERATE. Such electronic notice shall have the same effect as a written notice.

ARTICLE V INTERPRETATION

The interpretation and performance of this agreement shall be in accordance with the laws of the state of Michigan without recourse to the law regarding the conflict of laws. This agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either state or federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI MISCELLANEOUS

The ACCELERATE system, as well as Great Lakes' tariffs applicable to ACCELERATE and the form of agreement for use of ACCELERATE, are subject to Commission jurisdiction. ACCELERATE Subscriber expressly understands and agrees: (1) that this agreement and ACCELERATE Subscriber's use of ACCELERATE are subject to the orders tariffs and agreement authorized or issued by the Commission; and (2) that this agreement may be revised by Great Lakes to conform to any such orders, tariffs or agreement. When such a revision is made, Great Lakes will post notice of the revision on ACCELERATE and the revision shall become binding on ACCELERATE Subscriber.

IN WITNESS WHEREOF, the parties to this agreement have caused it to be signed on the day and year first written above.

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
Also Doing Business as GLGT Company  
Operator and Agent for Great Lakes Gas Transmission  
Limited Partnership

SUBSCRIBER NAME

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

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

Effective Date: 10/01/1999 Status: Effective  
FERC Docket: RP99-466-000

Original Sheet No. 50J Original Sheet No. 50J : Superseded

GENERAL TERMS AND CONDITIONS

(continued)

Computer Access Request Form  
(Use one form for each Authorized Personnel)

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Personnel Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: ( ) \_\_\_\_\_

Fax number: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Original Password: (To be supplied by Great Lakes)

- Authorized to Nominate? (Yes or No) \_\_\_\_\_
- Authorized to Place Notices to Acquire Capacity, to Place Notices to Release Capacity, and to Bid on Capacity? (Yes or No) \_\_\_\_\_
- Authorized to Execute Award Acknowledgement (Yes or No) \_\_\_\_\_  
(only necessary if ACCELERATE Subscriber has an executed Master Service Agreement)

Contracting Password: (To be supplied by Great Lakes)

Authorized Personnel Signature: \_\_\_\_\_

Signature of Party Who Executed User Agreement: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(Great Lakes will also accept the signature of an individual other than the party who executed the User Agreement. However, this individual must have the level of authority necessary to execute the User Agreement. Additionally, the signature of an individual other than the party who executed the User Agreement signifies that this individual has read the User Agreement and agrees to its terms.)

GENERAL TERMS AND CONDITIONS

(continued)

24 ELECTRONIC COMMUNICATIONS

24.1 Internet Customer Activities Web Site (Web Site)

24.1.1 Transporter has established a HyperText Mark-up Language (HTML) Internet home page accessible via the World Wide Web. The home page can be accessed twenty-four hours a day, seven days a week, to obtain information including: 1) Operationally Available and Unsubscribed Capacity; 2) Capacity available from Transporter directly, in association with the exercise of a Shipper's Right of First Refusal, or through Transporter's Firm Capacity Release Program; 3) Affiliate Information; 4) Index of Customers; 5) FERC Standards of Conduct Information of Transmission Providers, 18 CFR Part 358; 6) Critical, Operational, Planned System Outage and System Wide notices; 7) Job Titles and

Descriptions;

8) Posted Imbalances; 9) this FERC Gas Tariff, Second Revised Volume No. 1; and 10) Transactional Reporting.

Any person desiring to access Transporter's Internet home page will require a personal computer and an Internet browser software package. The Uniform Resource Locator (URL) for the homepage is (<http://www.glt.com>). If any problems are encountered using the Internet home page, the user can seek help by calling Transporter's Transportation Services Department at (888)275-3611 toll free between the hours of 8:00 a.m. and 4:00 p.m.,

Eastern

Standard time on normal business days.

Site

To perform interactive business functions through the transactional portion of the Web

(GLConnect), users must request a user identification code and password. User identification codes and passwords can be obtained by executing and returning to Transporter the User Agreement for Use of GLConnect Customer Activities Web Site, a GLConnect Access Request Form for each individual to be granted access to Transporter's

Web

Site, and the Agreement to Participate in Confirmation by Exception, if an interconnect.

24.1.2 User Transactions Via Transporter's Web Site

Any user with a user identification code and password may use GLConnect to:

- a) provide nominations pursuant to these General Terms and Conditions;
- b) perform confirmations pursuant to these General Terms and Conditions;
- c) view daily and month-end imbalance and overrun status for the user and for the system as a whole;
- d) view supply reports;
- e) view market reports;
- f) release capacity pursuant to Section 15 of these General Terms and Conditions;
- g) bid on capacity available through capacity release or from Transporter;
- h) execute an Award Acknowledgment for firm or limited firm transportation or temporary capacity release transactions where applicable;
- i) view invoices; and
- j) perform such other functions and view such other information as Transporter may from time to time make available through the Web Site.

24.1.3 Back-Up Records and Archived Material

Transporter will retain daily back-up records of the information displayed on the Web Site for three (3) years and will permit a user to review those records which are archived and reasonably accessible. A user must contact Transporter with a written request to retrieve back-up records or archived material. Transporter will make back-up records or archived material available in electronic format.

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FERC Docket: RP05- 52-000

**Third Revised Sheet No. 50L** Third Revised Sheet No. 50L : Effective  
Superseding: Second Revised Sheet No. 50L

GENERAL TERMS AND CONDITIONS

(continued)

24.2

AGREEMENT FOR USE OF  
GLCONNECT CUSTOMER ACTIVITIES WEB SITE  
(GLCONNECT AGREEMENT)

This agreement is executed \_\_\_\_\_, \_\_\_\_\_ by and between  
\_\_\_\_\_  
(Subscriber), and Great  
Lakes  
Gas Transmission Limited Partnership (Great Lakes). For and in consideration of the mutual covenants  
and provisions contained in this agreement and subject to all of the terms, provisions and  
conditions  
set forth in it, Subscriber and Great Lakes agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Great Lakes shall make available to Subscriber Great Lakes' Customer Activities Web Site system  
(GLConnect). Subscriber may use GLConnect: (1) to nominate quantities of natural gas for receipt  
and delivery by Great Lakes pursuant to an existing service agreement under any of Great Lakes' rate  
schedules; (2) to confirm quantities of natural gas for receipt and delivery by Great Lakes; (3) to  
view daily and month-end imbalance and overrun status for the user and for the system as a whole;  
(4)  
to view supply reports; (5) to view market reports; (6) to release capacity pursuant to Section 15  
of  
the General Terms and Conditions of Great Lakes' FERC Gas Tariff; (7) to bid on capacity available  
through capacity release or from Great Lakes; (8) to execute an Award Acknowledgment for firm or  
limited firm transportation or temporary capacity release transactions where applicable; (9) to view  
invoices; and (10) to perform such other functions or to view such other information as Great Lakes  
may from time to time make available to Subscriber through GLConnect.

ARTICLE II TERMS AND CONDITIONS

Subscriber's use of GLConnect shall be in accordance with and subject to: (1) Great Lakes'  
effective FERC Gas Tariff, Second Revised Volume No. 1, including any and all applicable provisions  
of the General Terms and Conditions of that tariff (General Terms and Conditions); (2) any  
superseding Great Lakes' FERC Gas Tariff authorized by the Federal Energy Regulatory Commission  
(FERC); and (3) the terms and conditions of any relevant rate schedules that appear in Great Lakes'  
effective FERC Gas Tariffs or superseding FERC Gas Tariffs, all of which are expressly incorporated  
by reference into this agreement.

Authorized Use and Confidentiality of GLConnect.

Use of GLConnect USERIDs and passwords by Subscriber is limited to only those persons who have  
been authorized by the Subscriber to use GLConnect (Authorized Persons), as indicated in the  
GLConnect Access Request Form(s) attached to this agreement. Great Lakes shall provide each  
Authorized Person with an individualized user identification code (USERID) and password. A  
reasonable number of USERIDs and passwords will be provided for the use of each Subscriber. Use of  
such USERIDs and passwords shall be sufficient to verify Subscriber as the party bound by any  
documents, nominations, or other information transmitted pursuant to such use.

Subscriber shall designate one or more Authorized Persons to: (1) nominate under Subscriber's  
existing service agreements under any of Great Lakes' rate schedules; (2) confirm quantities of  
natural gas for receipt and delivery by Great Lakes; (3) view imbalance statements; (4) view supply  
reports; (5) view market reports; (6) release capacity pursuant to Section 15 of the General Terms  
and Conditions of Great Lakes' FERC Gas Tariff, Second Revised Volume No. 1; (7) bid on capacity  
available through capacity release or from Great Lakes; (8) execute an Award Acknowledgment for firm  
or limited firm transportation or temporary capacity release transactions where applicable; (9) view  
invoices; and (10) perform such other functions and/or view such other information as Great Lakes  
may  
from time to time make available to Subscriber through GLConnect. Great Lakes shall be entitled to  
rely upon Subscriber's representation that any and all Authorized Persons have been delegated the  
authority by Subscriber to perform such functions. Subscriber shall be bound by all actions  
performed pursuant to any Authorized USERIDs or passwords.

Effective Date: 01/01/2001 Status: Effective  
FERC Docket: RP99-466-004

**First Revised Sheet No. 50M** First Revised Sheet No. 50M : Effective  
Superseding: Original Sheet No. 50M

GENERAL TERMS AND CONDITIONS

(continued)

Subscriber shall not disclose to persons other than Authorized Persons, and shall keep completely confidential, all USERIDs and passwords issued to Subscriber by Great Lakes. In addition, each Authorized Person shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Person. Subscriber shall be solely responsible for any and all improper use of USERIDs and passwords related to any such unauthorized disclosure by Subscriber, or former or current Authorized Persons of Subscriber.

Subscriber shall immediately inform Great Lakes in writing whenever it desires: (1) to terminate access to GLConnect that has been previously granted to any Authorized Person, or (2) to terminate or to limit the status of any Authorized Person. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Persons that at some point are no longer employed or controlled by Subscriber. Great Lakes reserves the right, upon cause, to invalidate any password or USERID. Great Lakes will provide notice and inform the Subscriber as to the reason for the invalidation.

Neither Subscriber nor Great Lakes shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, computer hardware, computer software or lines of pipe, line freezeups, failure of electronic communication, or the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Subscriber or Great Lakes or some other person or concern, not within the control of the claiming party and that by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or to prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party. Such causes or contingencies affecting the performance of this agreement by Subscriber or by Great Lakes shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

Designation of Business Method for Nominate, Confirm, and View Imbalance Statement Business Functions

For each of the Nominate, Confirm, and View Imbalance Statement business functions, Subscriber has the option of utilizing either the "Basic View" or "Alternate View" methods. Once Subscriber used one of these two methods to perform a particular business function for services to be provided in any calendar month, the Subscriber will be required to use that same method to perform that same business function for the remainder of that calendar month. The alternate method for that particular business function will be disabled for services for Subscriber in that calendar month. For example, if Subscriber enters a nomination utilizing the Basic View method and a confirmation utilizing the Alternate View method for the first gas day of November, then, for the remainder of November business, Subscriber must nominate using the Basic View method and confirm using the Alternate View method.

If Subscriber has executed a Trading Partner Agreement with Great Lakes, Subscriber may utilize Electronic Data Interchange (EDI) for any business function for which it is using the Basic View method. Subscriber may not, however, utilize EDI for any business function for which it is using the Alternate View method, regardless of whether or not it has executed a Trading Partner Agreement with Great Lakes.

Effective Date: 02/01/2010 Status: Effective  
FERC Docket: RP10-253-000

**Third Revised Sheet No. 50N** Third Revised Sheet No. 50N  
Superseding: Second Revised Sheet No. 50N

GENERAL TERMS AND CONDITIONS

(continued)

Confirmation by Exception

Great Lakes has implemented Confirmation by Exception (CBE) pursuant to Standard 1.2.11 of the North American Energy Standards Board (NAESB). If Subscriber will be confirming quantities of gas for receipt and delivery by Great Lakes and desires to be a party to CBE, Subscriber shall execute and submit the Agreement to Participate in Confirmation by Exception.

Other Terms and Conditions

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and/or receive documents, notices, and nominations. Any transmission by one party shall be binding upon receipt by the other party, except that, if any transmission is received in an unintelligible or garbled form, the receiving party shall promptly notify the other party, and such garbled or unintelligible transmission shall not be deemed binding.

Any transmission properly transmitted shall be considered to be a writing or in writing; and any such transmission containing, or to which there is affixed, Subscriber's USERID and password, shall be deemed for all purposes to have been signed and to constitute an original when printed from electronic files or records established and maintained in the course of business (Signed Documents). The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Use of GLConnect is expressly subject to: (1) all of the General Terms and Conditions of Great Lakes' effective FERC Gas Tariff(s); (2) all of the terms and conditions of any rate schedule and service agreement that may be applicable to any transaction performed by Subscriber and Great Lakes by means of GLConnect; and (3) any superseding General Terms and Conditions and rate schedules, all of which are incorporated by reference in this agreement. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Great Lakes' effective FERC Gas Tariffs that are incorporated by reference in this agreement, such other terms and conditions shall govern Subscriber's use of GLConnect.

ARTICLE III TERM

This agreement shall be in full force and effect from the date of execution and shall continue until terminated by either Subscriber or Great Lakes on at least thirty (30)-days notice. Subscriber agrees that Great Lakes shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in: (1) the rates and charges (if any) applicable to service pursuant this agreement, (2) the terms and conditions of this agreement, or (3) any provision of the General Terms and Conditions or Great Lakes' FERC Gas Tariffs and rate schedules applicable to this agreement. Great Lakes agrees that Subscriber may protest or contest those filings, and Subscriber does not waive any rights it may have with respect to such filings.

Effective Date: 11/30/2009 Status: Effective  
FERC Docket: RP10-100-000

**Third Revised Sheet No. 500** Third Revised Sheet No. 500  
Superseding: Second Revised Sheet No. 500

GENERAL TERMS AND CONDITIONS

(continued)

ARTICLE IV ADDRESSES

Except as otherwise provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement, any notice, request, demand, statement, bill or payment provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement or any notice that any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified or regular United States or Canadian mail to the address of the parties to this agreement as follows:

(a) Great Lakes Gas Transmission Limited Partnership  
Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

(b) GLConnect Subscriber:

To the address provided on the attached GLConnect Access Request Form, or such other address as either party shall designate by written notice to the other. Great Lakes may also provide any such notice, request, demand, statement, or bill by electronic means by posting such notice, request, demand, statement, or bill upon GLConnect. Such electronic notice shall have the same effect as a written notice.

ARTICLE V INTERPRETATION

The interpretation and performance of this agreement shall be in accordance with the laws of the state of Michigan without recourse to the law regarding the conflict of laws. This agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either state or federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI MISCELLANEOUS

GLConnect, as well as Great Lakes' tariffs applicable to GLConnect and the form of agreement for use of GLConnect, are subject to Commission jurisdiction. Subscriber expressly understands and agrees: (1) that this agreement and Subscriber's use of GLConnect are subject to the orders, regulations and policies of the Federal Energy Regulatory Commission (Commission) and to Great Lakes' tariffs as approved by the Commission; and (2) that this GLConnect Agreement may be revised by Great Lakes to conform to any such orders, regulations, policies, or Great Lakes' tariffs as approved by the Commission. When such a revision is made, Great Lakes will post notice of the revision on GLConnect and the revision shall become binding on Subscriber.

IN WITNESS WHEREOF, the parties to this agreement have caused it to be signed on the day and year first written above.

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
Also Doing Business as GLGT Company  
Operator and Agent for Great Lakes Gas Transmission  
Limited Partnership

SUBSCRIBER (COMPANY) NAME

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



Password \_\_\_\_\_

GENERAL TERMS AND CONDITIONS

(continued)

24.3 Use of Electronic Media

When provisions of this FERC Gas Tariff require matters to be written or in writing, and such matters also may be handled through electronic media of any kind, including, but not limited to, facsimile, or Transporter's Web Site according to its procedures, then at the option of Shipper or Transporter such provisions shall be satisfied by either Shipper's or Transporter's use of such electronic media.

24.4 Electronic Data Interchange

Transporter has also implemented the necessary capabilities to allow for the transmittal of standardized datasets via Electronic Data Interchange (EDI) in compliance with ASC x12 EDI standards and pursuant to Commission Order No. 563.

Data may be transmitted to, and received from Transporter in Electronic Data Interchange (EDI) format via Transporter's Electronic Delivery Mechanism (EDM) through the Internet and Transporter's designated site, as mandated in FERC Order 587-B. Individuals wishing to utilize this service must execute a Trading Partner Agreement with Transporter to govern the usage and transmission of data through such EDM.

Specific information regarding EDI is available through the contact listed in section 24.1.

24.5 Electronic Mail

Transporter's employees may be reached through electronic mail (e-mail) by using the format first name\_lastname, and the phrase @transcanada.com. For example:

EMPLOYEE	E-MAIL ADDRESS
John Doe	john_doe@transcanada.com
Jane Smith	jane_smith@transcanada.com

24.6 Failure of Electronic Equipment

In the event of a failure of electronic communication equipment, the Internet, or a third party service provider, or any other similar emergency, Shipper may submit and Transporter shall accept in writing any information otherwise required to be submitted through Transporter's Web Site or through EDI. Any such emergency shall be handled in a not unduly discriminatory manner.

25. PENALTY REVENUE CREDITING MECHANISM

Transporter shall establish an account to which it will credit all penalties imposed and collected and debit all costs incurred and paid out as a result of any activities or circumstances for which a penalty may be imposed under this FERC Gas Tariff, Second Revised Volume No. 1. Such activities or circumstances shall include but not be limited to: Shipper imbalances as described in Section 3.3 of the General Terms and Conditions; scheduling deviations as described in Section 3.5 of the General Terms and Conditions; daily imbalances as described in Section 2 (j) of Rate Schedule EFT, Enhanced Firm Transportation Service; and Parked or Loaned gas as described in Sections 2.1 (D) and (I) of Rate Schedule MC, Market Center Service. Interest shall accrue on the balance in the account at the rate set forth in Section 154.501 of the Commission's Regulations.

Transporter shall distribute the balance in this account as of the earlier of September 30 of each year or the end of any month during which such balance exceeds \$1,000,000.00 by crediting the applicable Shipper's invoice for the following month's service, or by issuing a check or wire transfer. Transporter may also distribute the account balance at any other time

Transporter deems necessary for administrative purposes. The balance shall be allocated to all shippers based upon the ratio of each Shipper's total transportation charges for each of the preceding months since the last distribution date (whether or not a distribution was made) during months for which that Shipper did not incur any penalties, to the total of all such transportation charges for all Shippers for such period. Transporter shall post calculations supporting any such distribution on its Web site for at least sixty (60) days following such distribution.



GENERAL TERMS AND CONDITIONS

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(continued)

26. CREDITWORTHINESS

26.1 Determination of Creditworthiness

- (A) For purposes herein, the determination of Shipper's creditworthiness will be based upon Shipper's credit/financial history and outlook, along with a comparison of the request for credit (defined as the sum of the reservation fees, utilization fees, and other applicable fees and amounts calculated for three months of service or the effective period of Shipper's service, whichever is shorter) to the Shipper's adjusted tangible net worth as defined below in Subsection 26.1(B) (2).
- If the Shipper has multiple Agreements with Transporter, the exposure generated by the total of all such Agreements shall be considered in determining creditworthiness.
- (B) Shipper will be deemed creditworthy (on a standalone basis) if:
- (1) the Shipper provides verification that the lower of its senior unsecured debt issuer rating is investment grade or better from each of the major rating agencies (if applicable), including, but not limited to, Moody's, Standard & Poor's, Fitch, and Dominion Bond Rating Service; and
  - (2) the request for credit is less than fifteen percent (15%) of the Shipper's tangible net worth, as adjusted. "Tangible net worth" is defined as Shipper's total assets, less total liabilities, less intangible assets, less off-balance sheet obligations. The fifteen percent (15%) referenced herein will be adjusted as appropriate by the use of key ratios to reflect issues and trends regarding Shipper's liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability; and
  - (3) the Shipper's credit/financial history and outlook is determined to be acceptable by Transporter. Such determination shall be based upon Transporter's evaluation of (a) Shipper's financial statements and auditor's notes, Shipper's annual report to stakeholders, and Shipper's annual report to regulators; (b) whether Shipper has been placed on credit watch and/or there has been a change in Shipper's credit rating; (c) Shipper's bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (d) Shipper's payment history to Transporter for services provided under this FERC Gas Tariff, Second Revised Volume No. 1; (e) whether Shipper is subject to any debt proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or reduction procedures; and (f) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.
- (C) In the event that Transporter determines an existing Shipper or potential Shipper to be non-creditworthy, and upon request of such Shipper, Transporter shall provide within five (5) days of the request a written explanation of the basis for the non-creditworthy determination.

26.2 Service to Non-creditworthy Shippers

on  
deemed  
and  
determined

(A) Transporter shall not be required to execute or extend an Agreement under any Rate Schedule  
behalf of any Shipper, or to commence or to continue service to any Shipper, who is not  
creditworthy pursuant to Transporter's credit standard as set forth in Subsection 26.1. Any  
Shipper failing to meet the credit standard may still receive service if Shipper furnishes  
maintains with Transporter one of the following credit enhancements, in an amount  
pursuant to Subsection 26.2(C), calculated for (3) three months of service or the effective  
period of Shipper's service, whichever is shorter:

Transporter's

- (1) an unconditional, irrevocable guaranty executed from a party that meets  
standards for creditworthiness as set forth in subsection 26.1;
- (2) a revolving irrevocable standby letter of credit from a creditworthy major U.S. or  
Canadian bank or finance company; or
- (3) such other form of credit enhancement as may be acceptable to Transporter to assist  
the Shipper in meeting Transporter's standards for creditworthiness.

GENERAL TERMS AND CONDITIONS

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(continued)

26.2 Service to Non-creditworthy Shippers (continued)

- (B) In lieu of credit enhancement, Transporter may agree to accept a prepayment for service.
- (C) The amount of credit enhancement or prepayment required to be provided by Shipper shall be determined by Transporter, giving consideration to, without limitation:

reservation,

- (1) the highest estimated charges that may be incurred by Shipper, including commodity, and any other applicable charges; and

- (2) for loan transactions, any penalties that may apply under Subsections 2.1(D) (2) or 2.1(I) (3) of Transporter's Rate Schedule MC.

no

- (D) Transporter shall provide written notice of its determination that an existing Shipper longer qualifies for standalone credit. Such notice shall state the amount of security required by Transporter pursuant to this Subsection 26.2 in order for Shipper to receive service. Further,

continue to

- (1) Within five (5) business days of its receipt of Transporter's notice, Shipper

shall:

- (a) submit payment in full of any amounts which remain due and owing to Transporter for services already provided and invoiced to Shipper; and
- (b) provide prepayment for one (1) month of service.

provide the  
order to

- (2) Within thirty (30) days of its receipt of Transporter's notice, Shipper shall form and amount of credit enhancement described in Subsections 26.2(A) - (C) in continue to receive service.

26.5

9.4 -

this

shall

and at

to

- (E) If Shipper should fail to provide 1) the required information pursuant to Subsections (A) and (B) - Subsequent Information; 2) any payment required pursuant to Subsection Failure to Pay; or 3) any required credit enhancement and/or prepayment pursuant to Subsection 26.2, Transporter may suspend or terminate service to Shipper. Transporter provide written notice to Shipper thirty (30) days prior to a termination of service least forty-eight (48) hours prior to a suspension of service. Shipper shall not be obligated to pay any reservation fees for suspended service attributable to the period when such service is suspended. Upon resolution of the deficiencies cited by Transporter in a notice of suspension, Transporter shall promptly reactivate service Shipper and notify Shipper of such reactivation.

26.3 Credit Requirements for Service Requiring New Non-Mainline Facilities

or

a

amount

Shippers that contract for service requiring new non-mainline facilities, such as laterals, meter stations, and other appurtenances, must be deemed creditworthy on a standalone basis, provide such other forms of additional credit enhancement, in an amount agreeable to Transporter, for a period up to the termination date of Shipper's Agreement. In the case of a permanent release of such service, the Replacement Shipper must be deemed creditworthy on a standalone basis, or provide such other forms of additional credit enhancement, in an amount agreeable to Transporter, for a period up to the termination date of the Releasing

Shipper's Agreement.

26.4 Initial Information

shall A completed copy of Transporter's Credit Application, as shown separately in this tariff,  
be submitted as part of a Request for Service pursuant to Section 2 of the General Terms and  
Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. In circumstances where  
Transporter already possesses a previously provided and current Credit Application from  
Shipper,  
information Shipper may not be required to provide all or a portion of the Credit Application  
Request when submitting a Request for Service. However, such Shipper shall submit as part of a  
for Service any changes and/or updates to the Credit Application information already in  
Transporter's possession. Such information shall include:

GENERAL TERMS AND CONDITIONS

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(continued)

26.4 Initial Information (continued)

- annual (a) a copy of Shipper's most recent year-end audited financial statements, most recent report to stakeholders, and most recent annual report to regulators;
- and (b) a copy of Shipper's most recent quarterly financial statements, which must be signed attested by the President and by the Chief Financial Officer as fairly representing the financial position and results of the company;
- any (c) a statement of any proceedings having been commenced by or against such Shipper for relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extensions. In the event that a court decree or order shall have been entered for the appointment of a receiver, liquidator, trustee, assignee in bankruptcy or insolvency of Shipper, or of a substantial part of its property, or for the winding up or liquidation of its affairs, or in the event that any substantial part of the property of Shipper shall be sequestered or attached and shall not be returned to the possession of Shipper or released from attachment within thirty (30) days thereafter; or in the event that Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its fully inability to then pay its debts generally as they become due, then Shipper shall Shipper or disclose any and all actions regarding the above described proceedings against any affiliated companies;
- since (d) any credit rating agency change in senior unsecured debt or issuer rating occurring completion and submission of initial Credit Application;

If Shipper is providing a Guarantor Letter, the Guarantor Company must also provide the information requested in Subsections 26.4 (a), (b), (c), and (d) above, and also the year Guarantor Company started; bank and trade references; and contact person relating to credit matters.

26.5 Subsequent Information

- or (A) If any of the events or actions described in Subsection 26.4 (c) hereof shall be initiated imposed, on either Shipper or Guarantor during the term of service hereunder, Shipper shall provide notification to Transporter within two (2) business days of any such initiated or imposed event or action. At any time during the term of service under any Rate Schedule Agreement, Shipper shall also be required to update the information specified in Subsection 26.4 of this FERC Gas Tariff, Second Revised Volume No. 1, as may reasonably be requested by Transporter, to determine Shipper's continuing creditworthiness. Shipper shall provide such information within five (5) business days of Transporter's request.
- a) (B) To maintain its assigned credit status, Shipper and/or Guarantor must provide the following within five (5) business days of request by Transporter, and b) automatically on an annual basis no later than four (4) months following the close of Shipper's or Guarantor's year end: 1) a copy of the most recent audited financial statements; and 2) a copy of the most recent

annual report to stakeholders or regulators.

GENERAL TERMS AND CONDITIONS

(continued)

27. TRANSPORTER'S USE

- (a) Shipper shall furnish gas for Transporter's Use in the following manner:  
Shipper shall tender to Transporter, for Transporter's Use, quantities of gas, in addition to Shipper's Scheduled Daily Delivery for Transportation Service, equivalent to the total Gas Tendered times the percentage determined by Transporter for the calendar month during which the deliveries are made for the services applicable to Shipper.

As such, the Scheduled Daily Delivery for Transportation divided by one less the applicable Transporter's Use percentage shall be equal to the total Gas Tendered. The applicable Transporter's Use percentage shall be determined based on each seventy-five (75) miles of Transportation or fraction thereof.

FORMULA

$$SDD / (1 - TU\%) = GT \text{ where}$$

GT = Gas Tendered for Transport and Transporter's Use  
TU% = Transporter's Use percentage  
SDD = Scheduled Daily Delivery

- (b) The applicable percentages will be communicated to Shipper by way of Transporter's Web Site by the fifteenth (15th) day of the preceding month or will be faxed to any Shipper requesting such percentages after such percentages are posted to Transporter's Web Site. Such percentages shall be within the maximum and minimum percentages for each seventy-five (75) miles of Transportation or fraction thereof set forth on Sheet No. 6 of Second Revised

Volume No. 1.

- (c) Changes to the percentages shall be made in the following manner:  
(1) By the fifteenth (15th) day of the preceding month, Transporter will make the following calculations. Transporter will compare the actual system Transporter's Use to the Transporter's Use tendered by all Shippers for the prior month (including any remaining over or underrecovery from the preceding prior period). Separate comparisons will be made for (1) fuel and other use gas, which is subject to the per seventy-five (75) mile allocation; and (2) lost and unaccounted gas, which is allocated volumetrically. These comparisons will be used to determine the Prior Period Difference for the applicable period.

(2) The Prior Period Difference, positive or negative, will be included in determining the Transporter's Use percentages applicable to the next calendar month. Except as provided in the preceding sentence, the Transporter's Use percentages applicable to a calendar month shall be based upon forecasted Transporter's Use gas.

- (d) Transporter shall file with the Commission, by July 31st and January 31st of each year, the calculations supporting the Transporter's Use Percentages that were charged in each of the preceding six months. At any time deemed appropriate by the Transporter, the Transporter may adjust the minimum and/or maximum percentages set forth on Sheet No. 6 of this Second Revised Volume No. 1. Transporter shall file with the Commission such revised percentages.

The filing shall be based upon the Transporter's past experience adjusted for any cumulative over or under-recovery of Transporter's Use existing as of the month preceding the month of the filing.

Effective Date: 04/18/2009 Status: Effective  
FERC Docket: RP09-462-000

**Seventh Revised Sheet No. 51** Seventh Revised Sheet No. 51  
Superseding: Sixth Revised Sheet No. 51

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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1. AVAILABILITY

This rate schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of gas by Great Lakes Gas Transmission Limited Partnership (hereinafter referred to as "Transporter"), when:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform firm Transportation Service requested by Shipper; and
- (b) Shipper and Transporter have executed a Transportation Service Agreement (Agreement), either in the form prescribed under this Rate Schedule FT, or in the form of an Award Acknowledgment as prescribed under this FERC Gas Tariff, Second Revised Volume No. 1, for firm Transportation Service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transporter shall accept for the account of Shipper at the point(s) of receipt on any Day the quantity of gas tendered by or for the account of Shipper; provided, however, that Transporter shall not be obligated to receive on any Day a quantity of gas in excess of the applicable MDQ specified in the Agreement plus applicable Transporter's Use as determined in Section 27 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Upon receipt of such gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of gas at the point(s) of delivery; provided however, that Transporter shall not be obligated to deliver at any point of delivery on any Day a quantity of gas in excess of the quantity specified in the Agreement applicable for each delivery point.

Shipper's MDQ shall be a uniform quantity throughout the term of the Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to certain differing levels in Shipper's MDQ for specified periods throughout the term of the Agreement. Shipper's MDQ, along with the effective period of such differing MDQ levels, shall be specified in Appendix A of the Agreement.

Act Further, if Shipper had authorization from the Commission under Section 7 of the Natural Gas

(other than under Transporter's FERC Gas Tariff, Second Revised Volume No. 1) to transport overrun gas and that Transportation Service has been converted to service under this Rate Schedule FT, then subject to the priorities and reductions contained in Section 11 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, and subject to the Shipper's Agreement under this Rate Schedule FT, the Shipper may transport the overrun quantities that are set forth in that Agreement.

acceptance Service shall commence under this rate schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for Transportation under the Agreement; or (ii) the first Day of the Month following the Shipper's execution of the Agreement; (iii) or such other date as is mutually agreed to by the parties, but in no event prior to Transporter's receipt and

of any necessary regulatory authorization to provide firm Transportation Service to Shipper in accordance with the terms of this rate schedule and the Agreement.

extensions, Transporter and Shipper may agree, on a not unduly discriminatory basis, to contract

including evergreens, rollovers and other extensions. Any such contract extension provision shall be specified in the Term of the Agreement.

Transportation Service rendered under this rate schedule shall be firm, up to the MDQ on any Day, and shall not be subject to interruption except as provided for elsewhere in this FERC Gas Tariff, Second Revised Volume No. 1. The MDQ shall be specified in the Agreement, and shall be a quantity sufficient to avoid measurement difficulties relative to small amounts of gas.

Effective Date: 11/01/2005 Status: Effective  
FERC Docket: RP05-652-000

**Second Revised Sheet No. 52** Second Revised Sheet No. 52 : Effective  
Superseding: First Revised Sheet No. 52

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

(continued)

2.1 Pregranted Abandonment

a) Commencing on and after the effective date of this tariff provision, abandonment of all service under this rate schedule and termination of the Agreement occurs upon the expiration of the primary term of the Agreement, unless:

- 1) Shipper has exercised any unilateral contractual right to continue the service;
- 2) Shipper has renewed service pursuant to the provisions of Section 16 of the General Terms

and

- 3) Transporter and Shipper have mutually agreed to early termination of the Agreement.

b) For Agreements subject to a right of first refusal under Section 16 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, Shipper and Transporter may mutually

agree to a renewal of the Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is

reached prior to the earlier of Shipper's response to Transporter or expiration of Shipper's response

deadline pursuant to Subsection 16.1 (a) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, are applicable and hereby made a part of this rate schedule.

4. RATES AND CHARGES

After commencement of service in accordance with Section 2 of this rate schedule, the amounts due each

Month shall be paid by Shipper to Transporter for service shall equal the sum of the amounts due under the

subsections of this Section 4, computed by use of the applicable rates set forth on Sheets No. 4 and 4A to

this FERC Gas Tariff, Second Revised Volume No. 1, that are effective during the Month or portion thereof.

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

(continued)

4.1 Firm Service

(a) Monthly Reservation Fees:

1. Reservation fees shall be paid based upon the currently effective reservation fee rates and the Maximum Daily Quantity for the appropriate zones of service as set forth on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1.
2. If due to force majeure on its system, as defined in Section 10 of the General Terms and Conditions, Transporter is unable to deliver to Shipper the Scheduled Daily Delivery of gas during any one or more Days, the reservation fees of Transporter otherwise computed shall be reduced by an amount equal to the reservation fees calculated on a daily basis times the difference between the quantity of gas actually tendered delivered by Transporter to Shipper during the Day or Days and the quantities in for the Day or Days. However, if Transporter's inability to deliver Shipper's Scheduled Daily Delivery is due to the heat content of Gas received by Transporter being below the Btu level at which Shipper's MDQs are based, as specifically stated in Section 8.1 of the General Terms and Conditions, the reservation fee shall not be reduced by any amount.

(b) Utilization Charge:

A utilization charge shall be paid for each Dth of gas received from or on behalf of Shipper up to Shipper's MDQ at the point(s) of delivery during the Month pursuant to the Agreement. The appropriate utilization charge for receipt and redelivery in each zone is stated on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1.

4.2 Maximum/Minimum Rates

Subject to any limitations imposed by additional Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time selectively adjust any or all of the rates charged to any individual Shipper for which a maximum rate and minimum rate are stated on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1. Except as permitted by Section 4.5, Negotiated Rates, the adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the minimum rate(s), set forth on such sheet. Transporter shall have the right to charge the maximum rate at any time as a condition for new service or for continuation of service under an existing Agreement, unless otherwise provided by the Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any Transportation charges at less than the maximum rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than 48 hours prior to the effective date of such adjustment.

*Effective Date: 07/01/2006 Status: Effective*

*FERC Docket: RP06-375-000*

**Fifth Revised Sheet No. 54** Fifth Revised Sheet No. 54 : Effective  
Superseding: Fourth Revised Sheet No. 54

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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(continued)

4.3 This section reserved for future use.

Effective Date: 03/08/1999 Status: Effective  
FERC Docket: RP99-220-000

**Third Revised Sheet No. 55** Third Revised Sheet No. 55 : Effective  
Superseding: SUBSTITUTE SECOND REVISED SHEET NO. 55

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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(continued)

4.4 Changes in Rates

The rates specified in this FERC Gas Tariff, Second Revised Volume No. 1, for the service performed by Transporter for Shipper under this Rate Schedule FT will be in effect until replaced or superseded by some other legally effective rate applicable to that service. Transporter shall have the unilateral right to file changes in rates for service rendered under this tariff with the Commission, and collect those in accordance with Section 4 of the Natural Gas Act. Shipper agrees to pay the effective rate on file with the Commission, including increases thereto, if any, the parties recognizing that the Commission has jurisdiction to determine in appropriate proceedings the just and reasonable rates to be charged for service hereunder. Nothing herein contained, however, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, or as that act may be amended, including the right to participate fully in Commission proceedings by intervention or otherwise, and to protest or otherwise contest increased rates in whole or in part.

Notwithstanding any provisions of the Agreement to the contrary, if in order to comply with or by reason of any present or future law or rule, regulation or order of any governmental body, the basis or method of measurement of gas delivered is changed, then the price per Dth for gas transported shall be adjusted to compensate for the change in the basis or method of measurement, to the end that the total amount of money payable for quantities of gas transported according to the measurement provisions set forth in the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall remain unaffected by the change of basis or method of measurement.

Effective Date: 12/31/2008 Status: Effective  
FERC Docket: RP09-113-000

**Second Revised Sheet No. 55A** Second Revised Sheet No. 55A  
Superseding: Substitute First Revised Sheet No. 55A

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

(continued)

4.5 Negotiated Rates

Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate (including a Negotiated Rate Formula) with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established, or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to, or greater than the maximum applicable tariff rate; shall not be less than the minimum applicable tariff rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Transporter's recourse rates shall be available to any Shipper that does not agree to a Negotiated Rate. Recourse rates are those set forth on Sheet Nos. 4 and 4A of this FERC Gas Tariff. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to the negotiation of terms and conditions of service.

If Transporter agrees to a Negotiated Rate, then such Negotiated Rate shall be effective only for the period agreed to by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service under the Negotiated Rate Agreement and the otherwise applicable rate, rate component, charge, or credit which the parties have agreed to replace with rate the Negotiated Rate shall not apply to, or be available to, the Shipper. Only those rates, components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable tariff rates or charges shall govern any service provided to Shipper.

Such Negotiated Rate shall be set forth on Appendix B to the Service Agreement and Transporter shall make any filings with the Commission necessary to effectuate such Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the maximum applicable tariff rate shall be considered to be paying the maximum applicable tariff rate for purposes of scheduling, curtailment, and interruption, and calculating the economic value of a request for available or unsubscribed capacity. Additionally, where Net Present Value (NPV) is utilized to calculate the value of a request for available or unsubscribed capacity, NPV shall only include revenue generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for the capacity. For bids proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed in the bid, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the term proposed in the bid, in place of the reservation rate(s) or other revenue guarantee(s) proposed in the bid. As used in this Subsection 4.5, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed in a bid.

Replacement Shippers, as defined in Section 15.1 of the General Terms and Conditions, are not eligible for Negotiated Rates.

Effective Date: 03/08/1999 Status: Effective

FERC Docket: RP99-220-000

**Original Sheet No. 55B** Original Sheet No. 55B : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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(continued)

5. ADDITIONAL CHARGES

5.1 Commission and Other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-447-000

**Third Revised Sheet No. 56** Third Revised Sheet No. 56 : Effective  
Superseding: Second Revised Sheet No. 56

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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(continued)

5.2 This section reserved for future use.

5.3 FERC Annual Charges Adjustment (ACA)

Transporter shall collect pursuant to Section 18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth on Sheet No. 7 to this FERC Gas Tariff, Second Revised Volume No. 1.

6. CREDITWORTHINESS

Any Shipper or potential Shipper under this Rate Schedule shall be subject to the creditworthiness requirements of Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 04/18/2009 Status: Effective  
FERC Docket: RP09-462-000

**First Revised Sheet No. 56A** First Revised Sheet No. 56A  
Superseding: Original Sheet No. 56A

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of gas by Great Lakes Gas Transmission Limited Partnership (hereinafter referred to as "Transporter"), when:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform expedited firm Transportation Service requested by Shipper; and
- (b) Shipper and Transporter have executed a Transportation Service Agreement (Agreement), either in the form prescribed under this Rate Schedule EFT, or in the form of an Award Acknowledgment as prescribed under this FERC Gas Tariff, Second Revised Volume No. 1, for expedited firm Transportation Service under this rate schedule; and
- (c) Shipper has made arrangements acceptable to Transporter for service on upstream and downstream transporter(s); and
- (d) The primary point(s) of delivery under the Agreement is a point on Transporter's system
  - (i) Connects directly with the applicable end user and
    - 1) is equipped with a flow control device and electronic gas measurement equipment capable of verifying changes in gas flow on a real-time basis, and
    - 2) Transporter has not entered into an Agreement with any other shipper at the delivery point; or
  - (ii) Does not connect directly with the applicable end user, and Transporter is able to confirm nomination changes relating to applicable end user deliveries directly with any interconnecting downstream transporter(s).

that

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) Transporter shall accept for the account of Shipper at the point(s) of receipt on any Gas Day the quantity of gas tendered by or for the account of Shipper; provided, however, that Transporter shall not be obligated to receive on any Gas Day a quantity of gas in excess of the applicable MDQ specified in the Agreement, nor in any Hour of the Gas Day a quantity in excess of the applicable MHQ specified in the Agreement, plus applicable Transporter's Use as determined in Section 27 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Upon receipt of such gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of gas at the points(s) of delivery; provided however, that Transporter shall not be obligated to deliver at any point of delivery in any Hour and on any Gas Day a quantity of gas in excess of the hourly and daily quantities specified in the Agreement applicable for each delivery point.
- (b) Shipper's MDQ and MHQ shall be a uniform quantity throughout the term of the Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to certain differing levels in Shipper's MDQ and/or MHQ for specified periods throughout the term of the Agreement. Shipper's MDQ and MHQ, along with the effective period of such differing MDQ and/or MHQ levels, shall be specified in Appendix A of the Agreement.
- (c) Service shall commence under this rate schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for Transportation under the Agreement; or (ii) the first Day of the Month following the Shipper's execution of the Agreement; (iii) or such other date as is mutually agreed to by the parties, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm Transportation Service to Shipper in accordance with the terms of this rate schedule and the Agreement.
- (d) Transporter and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions. Any such contract extension provision shall be specified in the Term of the Agreement.
- (e) Transportation Service rendered under this rate schedule shall be firm, up to the MDQ on any Gas Day and up to the MHQ in any Hour, and shall not be subject to interruption except as provided for elsewhere in this FERC Gas Tariff, Second Revised Volume No. 1. The MDQ

of

in

the

deliver

MDQ

and the MHQ shall be a quantity sufficient to avoid measurement difficulties relative to small amounts of gas. The MHQ shall be no less than 1/16th and no greater than 1/4th of the MDQ under the Agreement.

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

(continued)

- (g) In addition to the nomination timeline provisions of Section 3.2 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, Shipper may nominate to Transporter, by fax or e-mail, at quarter-hour intervals prior to the actual gas flow at the primary delivery point(s). Quarter-hour intervals shall be at the top of the Hour, e.g. 9:00, at 15 minutes past the top of the Hour, e.g. 9:15, at 30 minutes past the top of the Hour, e.g. 9:30, and at 45 minutes past the top of the Hour, e.g. 9:45. At no time shall Transporter be required to provide service under this rate schedule until Transporter has received appropriate confirmation of receipts, deliveries, and hourly rate of gas flow from the upstream and downstream operators at the respective primary receipt and delivery point(s) and from any downstream interconnecting transporter(s) at the end user location.
- (h) Deliveries to secondary delivery points shall be made pursuant to Section 3.6 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.
- (i) Nominations to secondary points shall be made pursuant to the nomination timeline provisions of Section 3.2 of the General Terms and Condition of this FERC Gas Tariff, Second Revised Volume No. 1.
- (j) For any Gas Day, Shipper shall cause quantities provided at the receipt points(s) to approximate those scheduled to the delivery points(s). It is recognized that daily imbalances between scheduled and actual quantities may occur. For purposes of this Rate Schedule EFT, a daily imbalance shall be defined as the difference between quantities received at the receipt point(s) and the quantities delivered at the delivery point(s) during a given Gas Day. Such daily imbalances shall be treated in the following manner:
- i. During a given Gas Day, Shipper shall be permitted a daily imbalance not exceeding the lesser of 5% of the scheduled daily deliveries or 2,000 Dth (permissible daily imbalance). Such permissible daily imbalance shall be reduced to zero by the end of the next Gas Day. In the event that Shipper makes a timely and valid nomination to reduce the permissible daily imbalance to zero on the next Gas Day, Shipper shall be deemed to have complied with the requirement to zero-out the permissible daily imbalance.  
  
Unless otherwise agreed to by Shipper and Transporter, any permissible daily imbalance quantities not nominated by Shipper for receipt into or delivery out of Transporter's system on the next Gas Day shall be assessed a penalty equal to twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian Export/U.S. entry point. The issue of this publication shall be the most recently available edition at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario Canada L3R 1A2.) Any such assessed penalty shall be paid to Transporter by Shipper in dollars (U.S.), and shall be subject to Section 25 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No.1.
  - ii. If Shipper exceeds the permissible daily imbalance specified above during a given Gas Day (unauthorized daily imbalance), Shipper may be required, upon notification from Transporter by phone, and fax or e-mail, to cease deliveries from, or reduce tenders to Transporter hereunder, consistent with Transporter's operating conditions. Transporter's notification shall specify the time frame within which deliveries or tenders must cease or be reduced,

consistent with Transporter's operating conditions, but in no event shall the specified time be earlier than two (2) hours from the notification time.

Further, Shipper may be required to tender or remove quantities upon notification by Transporter by phone, and fax or e-mail. Transporter's notification shall specify the time frame within which the unauthorized daily imbalance shall be corrected, consistent with Transporter's operating conditions, but in no event shall the specified time be earlier than twelve (12) hours from the notification time.

In the event that Shipper makes a timely and valid nomination in response to the above notification(s) by Transporter, Shipper shall be deemed to have complied with  
Transporter's notification(s).

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

(continued)

Unless otherwise agreed to by Shipper and Transporter, any unauthorized daily imbalance quantities not nominated by Shipper for receipt into or delivery out of Transporter's system within the time frame specified by Transporter's notice shall be assessed a penalty equal to twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian Export/U.S. entry point. The issue of this publication shall be the most recently available edition at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500,7030 Woodbine Ave., Markham, Ontario Canada L3R 1A2.) Any such assessed penalty shall be paid to Transporter by Shipper in dollars (U.S.), and shall be subject to Section 25 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No.1.

2.1 Pregranted Abandonment

(a) Commencing on and after the effective date of this tariff provision, abandonment of all service under this rate schedule and termination of the Agreement occurs upon the expiration of the primary term of the Agreement, unless:

- 1) Shipper has exercised any unilateral contractual right to continue the service;
- 2) Shipper has renewed service pursuant to the provisions of Section 16 of the General Terms

and

- 3) Transporter and Shipper have mutually agreed to early termination of the Agreement.

(b) For Agreements subject to a right of first refusal under Section 16 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, Shipper and Transporter may

mutually

agree to a renewal of the Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement

is

reached prior to the earlier of Shipper's response to Transporter or expiration of Shipper's response deadline pursuant to Subsection 16.1 (a) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, are applicable and hereby made a part of this rate schedule.

4. RATES AND CHARGES

After commencement of service in accordance with Section 2 of this rate schedule, the amounts due each Month shall be paid by Shipper to Transporter for service shall equal the sum of the amounts

due

under the subsections of this Section 4, computed by use of the applicable rates set forth on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1, that are effective during the Month or portion thereof.

Effective Date: 01/01/2008 Status: Effective  
FERC Docket: RP08-78-000

**First Revised Sheet No. 56D** First Revised Sheet No. 56D : Effective  
Superseding: Original Sheet No. 56D

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

(continued)

4.1 Firm Service

(a) Monthly Reservation Fees:

1. Reservation fees shall be paid based upon the currently effective reservation fee rates and the Maximum Daily Quantity for the appropriate zones of service as set forth on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1.
2. If due to force majeure on its system, as defined in Section 10 of the General Terms and Conditions, Transporter is unable to deliver to Shipper the Scheduled Daily Delivery of gas during any one or more Days, the reservation fees of Transporter otherwise computed shall be reduced by an amount equal to the reservation fees calculated on a daily basis times the difference between the quantity of gas actually tendered delivered by Transporter to Shipper during the Day or Days and the quantities in for the Day or Days. However, if Transporter's inability to deliver Shipper's Scheduled Daily Delivery is due to the heat content of Gas received by Transporter being below the Btu level at which Shipper's MDQs are based, as specifically stated in Section 8.1 of the General Terms and Conditions, the reservation fee shall not be reduced by any amount.

(b) Utilization Charge:

A utilization charge shall be paid for each Dth of gas received from or on behalf of Shipper up to Shipper's MDQ at the point(s) of delivery during the Month pursuant to the Agreement. The appropriate utilization charge for receipt and redelivery in each zone is stated on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1.

4.2 Maximum/Minimum Rates

Subject to any limitations imposed by additional Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time selectively adjust any or all of the rates charged to any individual Shipper for which a maximum rate and minimum rate are stated on Sheets No. 4 and 4A to this FERC Gas Tariff, Second Revised Volume No. 1. Except as permitted by Section 4.5, Negotiated Rates, the adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the minimum rate(s), set forth on such sheet. Transporter shall have the right to charge the maximum rate at any time as a condition for new service or for continuation of service under an existing Agreement, unless otherwise provided by the Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any Transportation charges at less than the maximum rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than 48 hours prior to the effective date of such adjustment.

4.3 This section reserved for future use.

Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Original Sheet No. 56E** Original Sheet No. 56E : Effective

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

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(continued)

4.4 Changes in Rates

The rates specified in this FERC Gas Tariff, Second Revised Volume No. 1, for the service performed by Transporter for Shipper under this Rate Schedule FT will be in effect until replaced or superseded by some other legally effective rate applicable to that service. Transporter shall have the unilateral right to file changes in rates for service rendered under this tariff with the Commission, and collect those in accordance with Section 4 of the Natural Gas Act. Shipper agrees to pay the effective rate on file with the Commission, including increases thereto, if any, the parties recognizing that the Commission has jurisdiction to determine in appropriate proceedings the just and reasonable rates to be charged for service hereunder. Nothing herein contained, however, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, or as that act may be amended, including the right to participate fully in Commission proceedings by intervention or otherwise, and to protest or otherwise contest increased rates in whole or in part.

Notwithstanding any provisions of the Agreement to the contrary, if in order to comply with or by reason of any present or future law or rule, regulation or order of any governmental body, the basis or method of measurement of gas delivered is changed, then the price per Dth for gas transported shall be adjusted to compensate for the change in the basis or method of measurement, to the end that the total amount of money payable for quantities of gas transported according to the measurement provisions set forth in the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall remain unaffected by the change of basis or method of measurement.

Effective Date: 12/31/2008 Status: Effective  
FERC Docket: RP09-113-000

**First Revised Sheet No. 56F** First Revised Sheet No. 56F  
Superseding: Original Sheet No. 56F

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

(continued)

4.5 Negotiated Rates

Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate (including a Negotiated Rate Formula) with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established, or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to, or greater than the maximum applicable tariff rate; shall not be less than the minimum applicable tariff rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Transporter's recourse rates shall be available to any Shipper that does not agree to a Negotiated Rate. Recourse rates are those set forth on Sheet Nos. 4 and 4A of this FERC Gas Tariff. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to the negotiation of terms and conditions of service.

If Transporter agrees to a Negotiated Rate, then such Negotiated Rate shall be effective only for the period agreed to by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service under the Negotiated Rate Agreement and the otherwise applicable rate, rate component, charge, or credit which the parties have agreed to replace with rate the Negotiated Rate shall not apply to, or be available to, the Shipper. Only those rates, components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable tariff rates or charges shall govern any service provided to Shipper.

Such Negotiated Rate shall be set forth on Appendix B to the Service Agreement and Transporter shall make any filings with the Commission necessary to effectuate such Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the maximum applicable tariff rate shall be considered to be paying the maximum applicable tariff rate for purposes of scheduling, curtailment, and interruption, and calculating the economic value of a request for available or unsubscribed capacity. Additionally, where Net Present Value (NPV) is utilized to calculate the value of a request for available or unsubscribed capacity, NPV shall only include revenue generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for the capacity. For bids proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed in the bid, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the term proposed in the bid, in place of the reservation rate(s) or other revenue guarantee(s) proposed in the bid. As used in this Subsection 4.5, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed in a bid.

Replacement Shippers, as defined in Section 15.1 of the General Terms and Conditions, are not eligible for Negotiated Rates.

RATE SCHEDULE EFT  
EXPEDITED FIRM TRANSPORTATION SERVICE

(continued)

5. ADDITIONAL CHARGES

5.1 Commission and Other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

5.2 This section reserved for future use.

5.3 FERC Annual Charges Adjustment (ACA)

Volume  
assessed by  
issued  
currently  
Tariff,  
Transporter shall collect pursuant to Section 18 of the General Terms and Conditions of No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges the Commission for the previous fiscal year in accordance with its final Order No. 472, May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The effective rate for the ACA charge shall be set forth on Sheet No. 7 to this FERC Gas Second Revised Volume No. 1.

6. CREDITWORTHINESS

creditworthiness  
Any Shipper or potential Shipper under this Rate Schedule shall be subject to the requirements of Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

*Effective Date: 04/01/2004 Status: Effective*

*FERC Docket: RP04-188-000*

**Fourth Revised Sheet No. 57** Fourth Revised Sheet No. 57 : Effective  
Superseding: Sheet Nos. 57 Through 57A

SHEET NOS. 57 THROUGH 57A ARE RESERVED FOR FUTURE USE.

Effective Date: 06/01/1996 Status: Effective

FERC Docket: RP96-217-000

**Original Sheet No. 57A** Original Sheet No. 57A : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

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(continued)

(c) To maintain its assigned credit status, the Shipper and/or Guarantor must provide the following on an annual basis no later than April 30:

- (1) a copy of Shipper's most recent audited financial statements; and
- (2) a copy of Shipper's most recent annual report to shareholders and Form 10-K, if applicable.

Failure to comply with this provision could result in a reclassification to "Prepayment" status.

Effective Date: 02/01/2003 Status: Effective  
FERC Docket: RP03-189-000

**First Revised Sheet No. 57B** First Revised Sheet No. 57B : Effective  
Superseding: Original Sheet No. 57B

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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1. AVAILABILITY

This rate schedule is available to any person, corporation, partnership, or any other party (hereinafter referred to as "Shipper") for the Transportation of gas by Great Lakes Gas Transmission Limited Partnership (hereinafter referred to as "Transporter"), when:

(a) Transporter has determined that it has sufficient available and uncommitted capacity to perform limited firm Transportation Service requested by Shipper; and

either (b) Shipper and Transporter have executed a Transportation Service Agreement (Agreement),

Acknowledgment

in the form prescribed under this Rate Schedule LFT, or in the form of an Award

as prescribed under this FERC Gas Tariff, Second Revised Volume No. 1, for limited firm Transportation Service under this rate schedule.

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Transporter shall accept for the account of Shipper at the point(s) of receipt the quantity of gas tendered by or for the account of Shipper; provided, however, that Transporter shall not be obligated to receive on any day a quantity of gas in excess of the applicable MDQ specified in the Agreement plus applicable Transporter's Use as determined in Section 27 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Upon receipt of such gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of gas at the point(s) of delivery; provided, however, that Transporter shall not be obligated to deliver at any point of delivery on any day a quantity of gas in excess of the quantity specified in the Agreement applicable for each delivery point.

Shipper's MDQ shall be a uniform quantity throughout the term of the Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to certain differing levels in Shipper's MDQ for specified periods throughout the term of the Agreement. Shipper's MDQ, along with the effective period of such differing MDQ levels, shall be specified in Appendix A of the Agreement.

(b) Transporter shall post notice of the availability of service under this Rate Schedule LFT on its Web Site as follows:

(1) For service available up to and including one (1) month, notice shall be posted for at least one (1) day prior to the awarding of service.

(2) For service available for more than one (1) month, notice shall be posted for at least two (2) days prior to the awarding of service.

(c) Service shall commence under this rate schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for Transportation under the Agreement; or (ii) the first Day of the Month following the Shipper's execution of the Agreement; or (iii) such other date as is mutually agreed to by the parties, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide limited firm Transportation Service to Shipper in accordance with the terms of this rate schedule and the Agreement.

Transporter and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions. Any such contract extension provision shall be specified in the Term of the Agreement.

(d) Transportation Service under this rate schedule shall be firm up to the MDQ stated in Shipper's Service Agreement, except that Transportation Service shall not be available for the number of Days stated in Shipper's Rate Schedule LFT Service Agreement, (i.e., the Unavailable Days), such number of Days to be mutually agreed to by Shipper and Transporter. The Unavailable Days may be consecutive or nonconsecutive and shall be determined solely at Transporter's reasonable discretion in a not unduly discriminatory manner.

(e) For purposes of determining the remaining number of Days that Transportation Service shall be available for a Shipper under this rate schedule, a Day shall be considered an Unavailable Day whenever any part of a Shipper's primary path is determined to be unavailable. Gas shall not flow on such Day(s) under Shipper's Agreement.

Effective Date: 04/18/2009 Status: Effective  
FERC Docket: RP09-462-000

**Second Revised Sheet No. 57D** Second Revised Sheet No. 57D  
Superseding: First Revised Sheet No. 57D

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

(continued)

- either
- (f) Transporter shall notify Rate Schedule LFT Shippers if Transportation Service is to be unavailable pursuant to Section 2(d) above at least 3.5 hours prior to the timely nomination deadline (i.e., no later than 8:15 a.m. C.C.T.), as described in Section 3.2 of the General Terms and Conditions. Transporter shall provide such notice to the affected Shipper(s) by fax, e-mail, or by such other mutually agreed upon method. In the event that Transporter's or Shipper's e-mail or Internet service is not operational, Transporter shall provide notice by telephone.
- (g) Pregranted Abandonment
- term
- 1) Abandonment of service under this rate schedule occurs upon the expiration of the primary of the Agreement, unless:
- Terms
- i) Shipper has exercised any unilateral contractual right to continue the service;
  - ii) Shipper has renewed service pursuant to the provisions of Section 16 of the General and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1; or
  - iii) Transporter and Shipper have mutually agreed to early termination of the Agreement.
- on a
- agreement is
- 2) For Agreements subject to a right of first refusal under Section 16 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, Shipper and Transporter may mutually agree to a renewal of the Agreement, the exact terms of which are to be negotiated case-by-case basis in a not unduly discriminatory manner, provided that such mutual reached prior to the earlier of Shipper's response to Transporter or expiration of Shipper's response deadline pursuant to Subsection 16.1 (a) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 01/01/2008 Status: Effective  
FERC Docket: RP08-78-000

**First Revised Sheet No. 57E** First Revised Sheet No. 57E : Effective  
Superseding: Original Sheet No. 57E

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

(continued)

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, are applicable and hereby made a part of this rate schedule.

4. RATES AND CHARGES

After commencement of service in accordance with Section 2 of this rate schedule, the amounts due each Month that shall be paid by Shipper to Transporter for service shall equal the sum of the amounts due under the subsections of this Section 4, computed by use of the applicable rates and the Reservation fee formula set forth on Sheet No. 4 of this FERC Gas Tariff, Second Revised Volume No.1, that are effective during the Month or portion thereof.

4.1 Limited Firm Transportation Services

(a) Monthly Reservation Fees

1. Reservation fees shall be paid based upon the applicable Maximum Daily Quantity and the currently effective reservation fee rates for the appropriate zones of service based on the formula set forth on Sheet No. 4 of this FERC Gas Tariff.

2. If due to force majeure on its system, as defined in Section 10 of the General Terms and Conditions, Transporter is unable to deliver to Shipper the Scheduled Daily Delivery of gas during any one or more Days, the reservation fees of Transporter otherwise computed shall be reduced by an amount equal to the reservation fees calculated on a daily basis times the difference between the quantity of gas actually delivered by Transporter to Shipper during the Day(s) and the quantities tendered for the Day(s). However, if Transporter's inability to deliver Shipper's Daily Delivery occurs on a Day when Service was unavailable pursuant to the terms of this rate schedule, the reservation fees shall not be reduced by any amount. Additionally, if Transporter's inability to deliver Shipper's Scheduled Daily Delivery is due to the heat content of Gas received by Transporter being below the Btu level at which Shipper's MDQ's are based, as specifically stated in Section 8.1 of the General Terms and Conditions, the reservation fees shall not be reduced by any amount.

(b) Utilization Fees

A utilization fee shall be paid for each Dth of gas received from or on behalf of a Shipper for delivery during the Month pursuant to the Agreement. The appropriate utilization rates for receipt and redelivery in each zone for Service under this Rate Schedule LFT are the same as the corresponding utilization rates under Rate Schedule FT as set forth on Sheet No. 4 of this FERC Gas Tariff.



Effective Date: 04/30/2001 Status: Effective

FERC Docket: RP00- 63-002

Original Sheet No. 57F Original Sheet No. 57F : Effective

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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(continued)

4.2Maximum/Minimum Rates

Subject to any limitations imposed by additional Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time selectively adjust any or all of the rates charged to any individual Shipper for which a maximum rate and minimum rate are stated on Sheet No. 4 to this FERC Gas Tariff, Second Revised Volume No. 1. Except as permitted by Section

4.5,

Negotiated Rates, the adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the minimum rate(s), set forth on such sheet. Transporter shall have the right to charge the maximum rate at any time as a condition for new service or for continuation of service under an existing Agreement, unless otherwise provided by the

Agreement.

Transporter shall make all information filings required by the Commission's regulations with respect to any Transportation charges at less than the maximum rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than 48 hours prior to the effective date of such adjustment.

Effective Date: 07/01/2006 Status: Effective

FERC Docket: RP06-375-000

**First Revised Sheet No. 57G** First Revised Sheet No. 57G : Effective  
Superseding: Original Sheet No. 57G

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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(continued)

4.3 This section reserved for future use.

Effective Date: 04/30/2001 Status: Effective

FERC Docket: RP00- 63-002

**Original Sheet No. 57H** Original Sheet No. 57H : Effective

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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(continued)

4.4 Changes in Rates

The rates specified in this FERC Gas Tariff, Second Revised Volume No. 1, for the service performed by Transporter for Shipper under this Rate Schedule LFT will be in effect until replaced or superseded by some other legally effective rate applicable to that service. Transporter shall have the unilateral right to file changes in rates for service rendered under this tariff with the Commission, and collect those in accordance with Section 4 of the Natural Gas Act. Shipper agrees to pay the effective rate on file with the Commission, including increases thereto, if any, the parties recognizing that the Commission has jurisdiction to determine in appropriate proceedings the just and reasonable rates to be charged for service hereunder. Nothing herein contained, however, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, or as that act may be amended, including the right to participate fully in Commission proceedings by intervention or otherwise, and to protest or otherwise contest increased rates in whole or in part.

Notwithstanding any provisions of the Agreement to the contrary, if in order to comply with or by reason of any present or future law or rule, regulation or order of any governmental body, the basis or method of measurement of gas delivered is changed, then the price per Dth for gas transported shall be adjusted to compensate for the change in the basis or method of measurement, to the end that the total amount of money payable for quantities of gas transported according to the measurement provisions set forth in the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall remain unaffected by the change of basis or method of measurement.

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

(continued)

4.5 Negotiated Rates

Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate (including a Negotiated Rate Formula) with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established, or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to, or greater than the maximum applicable tariff rate; shall not be less than the minimum applicable tariff rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Transporter's recourse rates shall be available to any Shipper that does not agree to a Negotiated Rate. Recourse rates are those set forth on Sheet Nos. 4 and 4A of this FERC Gas Tariff. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to the negotiation of terms and conditions of service.

If Transporter agrees to a Negotiated Rate, then such Negotiated Rate shall be effective only for the period agreed to by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service under the Negotiated Rate Agreement and the otherwise applicable rate, rate component, charge, or credit which the parties have agreed to replace with rate the Negotiated Rate shall not apply to, or be available to, the Shipper. Only those rates, components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable tariff rates or charges shall govern any service provided to Shipper.

Such Negotiated Rate shall be set forth on Appendix B to the Service Agreement and Transporter shall make any filings with the Commission necessary to effectuate such Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the maximum applicable tariff rate shall be considered to be paying the maximum applicable tariff rate for purposes of scheduling, curtailment, and interruption, and calculating the economic value of a request for available or unsubscribed capacity. Additionally, where Net Present Value (NPV) is utilized to calculate the value of a request for available or unsubscribed capacity, NPV shall only include revenue generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for the capacity. For bids proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed in the bid, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the term proposed in the bid, in place of the reservation rate(s) or other revenue guarantee(s) proposed in the bid. As used in this Subsection 4.5, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed in a bid.

Replacement Shippers, as defined in Section 15.1 of the General Terms and Conditions, are not eligible for Negotiated Rates.

Effective Date: 08/01/2004 Status: Effective  
FERC Docket: RP04-447-000

**First Revised Sheet No. 57J** First Revised Sheet No. 57J : Effective  
Superseding: Original Sheet No. 57J

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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(continued)

5. ADDITIONAL CHARGES

5.1 Commission and Other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

5.2 This section reserved for future use.

5.3 FERC Annual Charges Adjustment (ACA)

Transporter shall collect pursuant to Section 18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth on Sheet No. 7 to this FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 04/01/2004 Status: Effective  
FERC Docket: RP04-188-000

**First Revised Sheet No. 57K** First Revised Sheet No. 57K : Effective  
Superseding: Original Sheet No. 57K

RATE SCHEDULE LFT  
LIMITED FIRM TRANSPORTATION SERVICE

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(continued)

6. CREDITWORTHINESS

Any Shipper or potential Shipper under this Rate Schedule shall be subject to the creditworthiness requirements of Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

*Effective Date: 04/01/2004 Status: Effective*  
*FERC Docket: RP04-188-000*

**First Revised Sheet No. 57L** First Revised Sheet No. 57L : Effective  
Superseding: Original Sheet No. 57L

SHEET NO. 57L IS RESERVED FOR FUTURE USE.

Effective Date: 07/01/2006 Status: Effective  
FERC Docket: RP06-375-000

**Fourth Revised Sheet No. 58** Fourth Revised Sheet No. 58 : Effective  
Superseding: Third Revised Sheet No. 58

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

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1. AVAILABILITY

This rate schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of gas by Great Lakes Gas Transmission Limited Partnership (hereinafter referred to as "Transporter"), when:

(a) Transporter has determined that it has sufficient available capacity to perform interruptible Transportation Service requested by Shipper; and

(b) Shipper and Transporter have executed a Transportation Service Agreement (Agreement) in the form prescribed under this Rate Schedule IT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, for interruptible service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transporter shall accept for the account of Shipper at the point(s) of receipt on any Day the quantity of gas tendered by or for the account of Shipper; provided, however, that Transporter shall not be obligated to receive on any Day a quantity of gas in excess of the applicable MDQ specified in the Agreement plus applicable Transporter's Use as determined in Section 27 of the General Terms & Conditions of this FERC Gas Tariff, Second Revised Volume No. 1. Upon receipt of such gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of gas at the point(s) of delivery; provided, however, Transporter shall not be obligated to deliver at any point of delivery on any Day a quantity of gas in excess of the quantity specified in the Agreement applicable for each delivery point.

Transportation Service rendered under this rate schedule shall be interruptible. The MDQ shall be specified in the Agreement, and shall be a quantity sufficient to avoid measurement difficulties relative to small amounts of gas. With respect to commencement of the Transportation Service, the Transporter may terminate an Agreement for interruptible Transportation Service, and the Shipper's Request shall be null and void, under the following circumstances: (1) the Shipper fails to nominate, pursuant to Section 3 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, a quantity of gas for Transportation, or (2) having nominated a quantity of gas and Transporter having scheduled the quantity for Transportation pursuant to Section 3 of those General Terms and Conditions,

Shipper fails to tender gas for Transportation on the date it is scheduled. Termination shall be effective on the later of the date service is projected to commence or (1) fifteen (15) Days after the Shipper executes the Agreement, (2) the completion of construction of any necessary facilities, or (3) the issuance of any necessary governmental authorization.

However, the Agreement shall not be terminated, nor shall the Request be null and void, if the Shipper's inability to nominate or tender is caused by an event of force majeure on Transporter's system, as defined in Section 10 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

Delivery of natural gas under this Rate Schedule shall be subject to curtailment or interruption as provided in Section 11 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

Commencing on and after the effective date of this tariff provision, abandonment of all service under this rate schedule and termination of the Agreement occurs upon the expiration of the primary term of the Agreement. In the event that Shipper does not nominate the Agreement during any 12 (twelve) consecutive months, Transporter shall have the right to terminate the Agreement.

Transporter shall provide written notice (mail, e-mail, or fax) of such termination. Upon receipt of Shipper's request, the Agreement will not be terminated.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, are applicable and made a part of this rate schedule.

Effective Date: 04/27/2001 Status: Effective  
FERC Docket: RP01-272-000

**Fourth Revised Sheet No. 59** Fourth Revised Sheet No. 59 : Effective  
Superseding: Third Revised Sheet No. 59

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

(continued)

4. RATES AND CHARGES

Gas After commencement of service, the amounts due each Month that shall be paid by Shipper to Transporter for service hereunder shall equal the sum of the amounts due under the subsections of this Section 4, computed using the applicable rates set forth on Sheet No. 5 to this FERC Tariff, Second Revised Volume No. 1, that are effective during the Month or portion thereof.

4.1 Interruptible Service Charge

A utilization fee shall be paid for each Dth of gas received from or on behalf of Shipper up to Shipper's MDQ at the point(s) of delivery during the Month pursuant to the Agreement. The appropriate utilization fee for receipt and redelivery in each zone is stated on Sheet No. 5 to this FERC Gas Tariff, Second Revised Volume No. 1.

4.2 Maximum/Minimum Rates

the Subject to any limitations imposed by additional service Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time selectively adjust any or all of rates charged to any individual Shipper for which a maximum rate and minimum rate are stated on Sheet No. 5 to this FERC Gas Tariff, Second Revised Volume No. 1. Except as permitted by Section 4.5, Negotiated Rates, the adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the minimum rate(s), set forth on such sheet. Transporter shall have the right to charge the maximum rate at any time as a condition for new service or for continuation of service under an existing Agreement, unless otherwise provided by the Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any Transportation charges at less than the maximum rate.

Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this section 4.2, notice thereof shall be given to Shipper not less than 48 hours prior to the effective date of such adjustment.

Effective Date: 07/01/2006 Status: Effective

FERC Docket: RP06-375-000

**Fourth Revised Sheet No. 59A** Fourth Revised Sheet No. 59A : Effective  
Superseding: Third Revised Sheet No. 59A

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

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(continued)

4.3 This section reserved for future use.

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

(continued)

4.4 Changes in Rates

The rates specified in this Tariff for the service performed by Transporter for Shipper under this Rate Schedule IT will be in effect until replaced or superseded by some other legally effective rate applicable to that service. Transporter, shall have the unilateral right to file changes in rates for service rendered hereunder with the Commission, and collect those in accordance with Section 4 of the Natural Gas Act. Shipper agrees to pay the effective rate on file with the Commission, including increases thereto, if any, the parties recognizing that the Commission has jurisdiction to determine in appropriate proceedings the just and reasonable rates to be charged for service hereunder. Nothing herein contained, however, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, or as that act may be amended, including the right to participate fully in Commission proceedings by intervention or otherwise, and to contest such increased rates in whole or in part.

Notwithstanding any provisions of the Agreement to the contrary, if in order to comply with or by reason of any present or future law or rule, regulation or order of any governmental body, the basis or method of measurement of gas delivered hereunder is changed, then the price per Dth for gas transported hereunder shall be adjusted to compensate for the change in the basis or method of measurement, to the end that the total amount of money payable for quantities of gas transported according to the measurement provisions set forth in the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall remain unaffected by the change of basis or method of measurement.

4.5 Negotiated Rates

Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate (including a Negotiated Rate Formula) with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established, or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to, or greater than the maximum applicable tariff rate; shall not be less than the minimum applicable tariff rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Transporter's recourse rates shall be available to any Shipper that does not agree to a Negotiated Rate. Recourse rates are those set forth on Sheet No. 5 of this FERC Gas Tariff. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to the negotiation of terms and conditions of service.

If Transporter agrees to a Negotiated Rate, then such Negotiated Rate shall be effective only for the period agreed to by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service under the Negotiated Rate Agreement and the otherwise applicable rate, rate component, charge, or credit which the parties have agreed to replace with the Negotiated Rate shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable tariff rates or charges shall govern any service provided to Shipper.

Such Negotiated Rate shall be set forth on Appendix B to the Service Agreement and Transporter shall make any filings with the Commission necessary to effectuate such Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the maximum applicable tariff rate shall be considered to be paying the maximum applicable tariff rate for purposes of scheduling, curtailment, and interruption, and calculating the economic value of a request for available or unsubscribed capacity.

Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP04-447-000

**First Revised Sheet No. 60A** First Revised Sheet No. 60A : Effective  
Superseding: Original Sheet No. 60A

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

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(continued)

5. ADDITIONAL CHARGES

5.1 Commission and Other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

5.2 This section reserved for future use.

Effective Date: 04/01/2004 Status: Effective  
FERC Docket: RP04-188-000

**Fourth Revised Sheet No. 61** Fourth Revised Sheet No. 61 : Effective  
Superseding: Third Revised Sheet No. 61

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

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(continued)

5.3 Annual Charges Adjustment (ACA)

Transporter shall collect pursuant to Section 18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal Year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth on Sheet No. 7 to this FERC Gas Tariff, Second Revised Volume No. 1.

6. CREDITWORTHINESS

Any Shipper or potential Shipper under this Rate Schedule shall be subject to the creditworthiness requirements of Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

7. Conversion of MDQ from Volumetric to Thermal Basis

As required by FERC Order No. 582, Transporter converted its Transportation rates from a volumetric to a thermal basis effective June 1, 1997. For those Shippers under Rate Schedule IT whose Transportation Service Agreements were executed prior to the effective date of the conversion and which Transportation Service Agreements do not reflect the MDQ on a thermal basis, a one for one conversion will be assumed so that an MDQ of 100,000 Mcf will be equivalent to an MDQ of 100,000 Dth.

*Effective Date: 04/01/2004 Status: Effective*

*FERC Docket: RP04-188-000*

**Second Revised Sheet No. 62** Second Revised Sheet No. 62 : Effective  
Superseding: Sheet Nos. 62 Through 63

SHEET NOS. 62 THROUGH 63 ARE RESERVED FOR FUTURE USE.

Effective Date: 04/27/2001 Status: Effective  
FERC Docket: RP01-272-000

**Fourth Revised Sheet No. 63** Fourth Revised Sheet No. 63 : Effective  
Superseding: Third Revised Sheet No. 63

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

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6.4 Waiver of Requirements

If Transporter already has sufficient credit information to allow Transporter to make a credit evaluation, and on such information Transporter determines such Shipper to be creditworthy, Shipper shall be deemed to have met the creditworthiness requirements of this section without submitting additional credit information.

6.5 Subsequent Information

- or
- (a) If any of the events or actions described in Subsection 6.2(g) hereof shall be initiated imposed during the term of service hereunder, Shipper shall provide notification to the Transporter within two (2) working Days of any such initiated or imposed event or action. At any time during the term of service under a Rate Schedule IT Agreement, Shipper shall also be required to update the information specified in Subsection 6.2 of this FERC Gas Tariff, Second Revised Volume No. 1, as may reasonably be required by Transporter, to determine Shipper's continuing creditworthiness.
- status
- (b) Should the Transporter become aware of any significant change in Shipper's financial that in its judgement impairs Shipper's continuing ability to satisfy its financial obligations for service hereunder, Transporter may require Shipper to furnish or bring up to date the information provided for in Subsection 6.2 hereof within seven (7) Days of the date of a written request by Transporter. The information must be furnished in writing, but may be faxed upon mutual agreement of the parties.
- (c) To maintain the assigned credit status, the Shipper and/or Guarantor must provide the following on an annual basis no later than April 30:
- (1) a copy of Shipper's most recent audited financial statements; and
  - (2) a copy of Shipper's most recent annual report to shareholders and Form 10-K, if applicable.
- Failure to comply with this provision could result in a reclassification to "Prepayment" status.

7. Conversion of MDQ from Volumetric to Thermal Basis

IT

As required by FERC Order No. 582, Transporter converted its Transportation rates from a volumetric to a thermal basis effective June 1, 1997. For those Shippers under Rate Schedule

equivalent

whose Transportation Service Agreements were executed prior to the effective date of the conversion and which Transportation Service Agreements do not reflect the MDQ on a thermal basis, a one for one conversion will be assumed so that an MDQ of 100,000 Mcf will be to an MDQ of 100,000 Dth.

Effective Date: 05/01/1998 Status: Effective  
FERC Docket: RP98-156-000

**Original Sheet No. 63A** Original Sheet No. 63A : Effective

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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1. AVAILABILITY

This rate schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for Market Center Service by Great Lakes Gas Transmission Limited Partnership (hereinafter referred to as "Transporter"), when:

- (A) Transporter has determined that it has the capability to provide Park and/or Loan Service pursuant to Subsection 2.1 of this rate schedule or has the capability to provide Title Transfer Tracking Service pursuant to Subsection 2.2 of this rate schedule; and
- (B) Shipper and Transporter have executed a Market Center Service Agreement (MC Service Agreement) in the form prescribed under this Rate Schedule MC of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, for Market Center Service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

The following services shall be provided under this rate schedule:

**Substitute Original Sheet No. 63B** Substitute Original Sheet No. 63B : Effective

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

2.1 Park and Loan Service

- (A) Parking Service is an interruptible service which provides for:
- (1) the receipt by Transporter of Gas quantities that have been delivered by Shipper to any Market Center Point(s);
  - (2) the holding of the parked Gas quantities by Transporter at such Market Center Point(s); and
  - (3) the return of the Gas quantities to the Shipper at the same Market Center Point(s) at which the Gas was parked by Shipper. However, Transporter may authorize the return of parked Gas quantities to the Shipper at a point other than the Market Center Point where the Gas was originally parked.
  - (4) At no time shall Transporter be deemed to have taken title to Gas delivered into its system for Parking Service.
- (B) Loan Service is an interruptible service which provides for:
- (1) the receipt of Gas quantities by Shipper from Transporter at any Market Center Point(s); and
  - (2) the subsequent return of the loaned Gas quantities to the Transporter at the same Market Center Point(s) at which the Gas was loaned to Shipper. However, Transporter may authorize the return of loaned Gas quantities at a point other than the Market Center Point where the Gas was originally loaned.
- (C) The total quantity of Gas parked by and/or loaned to Shipper on any given Day shall not exceed the Maximum Daily Quantity in Shipper's MC Service Agreement and the total outstanding parked or loaned balance shall not exceed the Maximum Quantity in Shipper's MC Service Agreement.
- (D) Gas quantities must be parked and/or loaned for a minimum of one (1) day and must be removed from or returned to Transporter's system within sixty (60) days; provided, however, that such period may be extended by Transporter at Transporter's sole discretion in a manner that is not unduly discriminatory.
- (1) In the event that Shipper does not remove parked Gas from Transporter's system within sixty (60) days or such other period agreed upon, Shipper shall pay a penalty equal to the product of the quantity of parked Gas which has not been removed and twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian export/U.S. entry point. The issue of this publication shall be the most recent edition available at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.)
  - (2) In the event that Shipper does not return loaned Gas to Transporter's system within sixty (60) days or such other period agreed upon, Shipper shall pay a penalty equal to the product of the quantity of loaned Gas which has not been returned and twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian export/U.S. entry point. The issue of this publication shall be the most recent edition available at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.)
  - (3) If Shipper's inability to remove parked Gas or return loaned Gas within sixty (60) or any period agreed upon, is due to Transporter's failure to schedule a nomination

Days,  
that

would allow Shipper to meet the deadline, the penalties described above shall be suspended for those Days that Transporter does not schedule such nomination.



RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

- (E) Transporter shall only be obligated to park Gas or loan Gas for receipts or deliveries to the extent Transporter solely determines that such actions are not detrimental to Transporter's ability to satisfy any of its obligations to provide service under Transporter's Transportation rate schedules or to meet system operational needs. Park and Loan capacity shall be allocated first to nominations of the lowest quantity and then in ascending order by the quantity requested. If the remaining capacity is insufficient to satisfy nominations of equal quantity, the capacity will be allocated pro rata among the nominations of equal quantity.
- (F) Park and Loan Service shall be provided on an interruptible basis. Therefore, Transporter may, at its sole discretion, interrupt or curtail the continuation of any or all of the services hereunder. Interruption or curtailment of service includes, without limitation, decreasing, suspending, or discontinuing the receipt and/or delivery of Gas. Park and Loan Service shall be interrupted or curtailed in the manner necessary to provide scheduled Transportation Service.
- (G) Shipper shall tender its nomination to Transporter in accordance with Section 3 of the General Terms and Conditions and Transporter shall allocate Park and Loan Service among Shippers requesting such service pursuant to Subsection 2.1(E) above. However, Park and Loan Service shall be scheduled and confirmed only after all other services offered by Transporter on that Day, excluding Title Transfer Tracking Service, are scheduled and confirmed.
- (H) Shipper shall be responsible for the Transportation of Gas for or on behalf of Shipper to or from a Market Center Point whether on to, off of, or across Transporter's pipeline system. However, no Transportation shall be required to/from a physical point to/from its corresponding Market Center Point.
- (I) Notification from Transporter
- (1) In the event that Transporter determines, in its sole discretion, that some or all Park and Loan Services must be interrupted or curtailed, Transporter will notify any affected Shippers receiving Park or Loan Service that they are required to eliminate or reduce their existing parked and/or loaned balances. Such notice(s) shall first be provided by telephone, and then by facsimile, by e-mail, or on Transporter's Web Site. Transporter's notice shall specify the time frame within which parked balances must be removed and/or loaned balances must be returned, consistent with Transporter's operating conditions, but in no event shall the specified time frame be less than three (3) Days from the date of Transporter's notification.
- (2) In the event that Shipper does not remove parked Gas within the time frame specified by Transporter, Shipper shall pay a penalty equal to the product of the quantity of parked Gas which has not been removed and twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian export/U.S. entry point. The issue of this publication shall be the most recent edition available at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.)
- (3) In the event that Shipper does not return loaned Gas within the time frame specified by Transporter, Shipper shall pay a penalty equal to the product of the quantity of loaned Gas which has not been returned and twice the price indicated for Canadian Natural Gas Spot Export Prices as reported by Natural Gas Market Report for the Emerson, MB/Noyes, MN Canadian export/U.S. entry point. The issue of this publication shall be the most recent edition available at the time of invoicing. (Natural Gas Market Report is published twice a month by Canadian Enerdata Ltd., Suite 500, 7030 Woodbine Ave., Markham, Ontario, Canada L3R 1A2.)

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

(4) Failure by Shipper to comply with notice from Transporter to remove and/or return Gas within the time frame specified may result in the termination of Shipper's MC Service Agreement.

frame  
that

(5) If Shipper's inability to remove parked Gas or return loaned Gas within the time specified by Transporter is due to Transporter's failure to schedule a nomination that would allow Shipper to meet the deadline, the penalties described above shall be suspended for those Days that Transporter does not schedule such nomination.

2.2 Title Transfer Tracking Service (TTTS)

(A) TTTS provides for the tracking by Transporter of the transfer of quantities of Gas at a Market Center Point from any Shipper on Transporter's system to any other Shipper.

(B) The quantities of Gas nominated for transfer to other party(ies) must equal the quantities nominated for acceptance by the other party(ies).

(C) The transfer of title to quantities of Gas at Market Center Points does not require any physical movement of Gas. In the event that a Shipper desires to move quantities of Gas between Market Center Points, the Shipper must arrange such Transportation Service under one of Transporter's rate schedules for Transportation Service.

party

(D) At no time shall Transporter be deemed to have taken title to Gas nominated for TTTS. Title to Gas nominated for TTTS shall transfer directly from Shipper to the accepting

and Transporter shall act only as a facilitator in the transfer of such title.

MC

(E) Transporter reserves the right to suspend or terminate all TTTS under this Rate Schedule to be effective on the first Day of the Month following notice of such suspension or termination on Transporter's Web Site.

2.3 Any receipt or delivery Point on Transporter's system may be nominated as a Market Center Point.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, are applicable and hereby made part of this rate schedule.

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

4. RATES AND CHARGES

4.1 Rates

The maximum and minimum rates for services under this Rate Schedule MC are listed on Sheet 5A of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Transporter may adjust, in its sole discretion, and not on an unduly discriminatory basis, any or all of the rates posted and/or charged for any day. Except as permitted by Section 4.5, Negotiated Rates, the adjusted rate(s) shall not exceed the applicable maximum rate(s), nor shall they be less than the minimum rate(s), set forth on Sheet No. 5A. Transporter shall have the right to charge the maximum rate at any time as a condition for new service or for continuation of service under an existing Agreement, unless otherwise provided by the Agreement.

By 8:00 a.m. (C.C.T.) on the Day prior to Gas flow (i.e, the Day on which nominations are due pursuant to Subsection 3.2 of this FERC Gas Tariff), Transporter shall post on its Web Site the rates to be charged on the Day that service is to be performed by Transporter under this Rate Schedule MC. Once Shipper has entered into a MC Service Agreement, Shipper's nomination for service under this Rate Schedule MC shall evidence Shipper's acceptance of the posted rate(s) for the service being nominated.

4.2 Park and Loan Charges

(A) The monthly charges for Parking Service shall be the sum of the following:

- the  
as  
of  
Gas
- (1) The product of (a) the quantities of Gas received by Transporter on any Day during Month that Gas is received for Parking Service and (b) the applicable First Day Fee posted on Transporter's Web Site for the appropriate Day(s); and
  - (2) the product of (a) the quantities of Gas parked on Transporter's system on each Day the Month, excluding the days on which Shipper parks and subsequently removes such from Transporter's system, and (b) the applicable Subsequent Day Fee as posted on Transporter's Web Site for the appropriate Day(s).

(B) The monthly charges for Loan Service shall be the sum of the following:

- applicable  
the
- (1) The product of (a) the quantities of Gas loaned to Shipper by Transporter on any Day during the Month that Gas is loaned to Shipper for Loan Service and (b) the First Day Fee as posted on Transporter's Web Site for the appropriate Day(s); and
  - (2) the product of (a) the quantities of loaned Gas retained by Shipper on each Day of Month, excluding the days on which Shipper is first loaned such Gas and subsequently returns it, and (b) the applicable Subsequent Day Fee as posted on Transporter's Web Site for the appropriate Day(s).

(C) If on a given Day Transporter is unable to schedule a Shipper's nomination that would have reduced Shipper's outstanding Park and/or Loan balance on a given day, solely for the purpose of assessing a Subsequent Day charge under Subsections 4.2(A) (2) and/or 4.2(B) (2) above, Shipper shall not be charged a Subsequent Day fee for the quantity of Gas Transporter was unable to schedule in response to Shipper's nomination.

4.3 Title Transfer Tracking Service Charge

There is currently no charge for this service. However, Transporter reserves its right to charge for this service in the future upon the approval of the Federal Energy Regulatory

Commission.

Effective Date: 03/08/1999 Status: Effective  
FERC Docket: RP99-220-000

**First Revised Sheet No. 63F** First Revised Sheet No. 63F : Effective  
Superseding: ORIGINAL SHEET NO. 63F

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

#### 4.4 Changes in Rates

The rates specified in this FERC Gas Tariff, Second Revised Volume No. 1, for the service performed by Transporter for Shipper under this Rate Schedule MC will be in effect until replaced or superseded by some other legally effective rate applicable to that service. Transporter shall have the unilateral right to file changes in rates for service rendered under this tariff with the Commission, and collect those in accordance with Section 4 of the Natural Gas Act. Shipper agrees to pay the effective rate on file with the Commission, including increases thereto, if any, the parties recognizing that the Commission has jurisdiction to determine in appropriate proceedings the just and reasonable rates to be charged for service hereunder. Nothing herein contained, however, shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, or as that act may be amended, including the right to participate fully in Commission proceedings by intervention or otherwise, and to protest or otherwise contest increased rates in whole or in part.

Notwithstanding any provisions of the MC Service Agreement to the contrary, if in order to comply with or by reason of any present or future law or rule, regulation or order of any governmental body, the basis or method of measurement of gas is changed, then the price per Dth for Gas parked, loaned, or to which title is transferred shall be adjusted to compensate for the change in the basis or method of measurement, to the end that the total amount of money payable for quantities of Gas parked, loaned, or to which title is transferred according to the measurement provisions set forth in the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall remain unaffected by the change of basis or method of measurement.

#### 4.5 Negotiated Rates

Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate (including a Negotiated Rate Formula) with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established, or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to, or greater than the maximum applicable tariff rate; shall not be less than the minimum applicable tariff rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Transporter's recourse rates shall be available to any Shipper that does not agree to a Negotiated Rate. Recourse rates are those set forth on Sheet No. 5A of this FERC Gas Tariff. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to the negotiation of terms and conditions of service.

If Transporter agrees to a Negotiated Rate, then such Negotiated Rate shall be effective only for the period agreed to by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service under the Negotiated Rate Agreement and the otherwise applicable rate, rate component, charge, or credit which the parties have agreed to replace with the Negotiated Rate shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable tariff rates or charges shall govern any service provided to Shipper.

Such Negotiated Rate shall be set forth on Appendix A to the Service Agreement and Transporter shall make any filings with the Commission necessary to effectuate such Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the maximum applicable tariff rate shall be considered to be paying the maximum applicable tariff rate for purposes of scheduling, curtailment, and interruption, and calculating the economic value of a request for available or unsubscribed capacity.

Effective Date: 04/01/2004 Status: Effective

FERC Docket: RP04-188-000

**Third Revised Sheet No. 63G** Third Revised Sheet No. 63G : Effective  
Superseding: Second Revised Sheet No. 63G

RATE SCHEDULE MC  
MARKET CENTER SERVICES

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(continued)

6. CREDITWORTHINESS

Any Shipper or potential Shipper under this Rate Schedule shall be subject to the creditworthiness requirements of Section 26 of the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1.

*Effective Date: 04/01/2004 Status: Effective*

*FERC Docket: RP04-188-000*

**First Revised Sheet No. 63H** First Revised Sheet No. 63H : Effective  
Superseding: Sheet Nos. 63H Through 63I

SHEET NOS. 63H THROUGH 63I ARE RESERVED FOR FUTURE USE.

Effective Date: 04/27/2001 Status: Effective  
FERC Docket: RP01-272-000

**First Revised Sheet No. 63I** First Revised Sheet No. 63I : Effective  
Superseding: Original Sheet No. 63I

RATE SCHEDULE MC  
MARKET CENTER SERVICES  
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(continued)

6.4 Waiver of Requirements

If Transporter already has sufficient credit information to allow Transporter to make a credit evaluation, and on such information Transporter determines such Shipper to be creditworthy, Shipper shall be deemed to have met the creditworthiness requirements of this section without submitting additional credit information.

6.5 Subsequent Information

or (a) If any of the events or actions described in Subsection 6.2(g) hereof shall be initiated imposed during the term of service hereunder, Shipper shall provide notification to the Transporter within two (2) working Days of any such initiated or imposed event or action. At any time during the term of service under MC Service Agreement, Shipper shall also be required to update the information specified in Subsection 6.2 of this FERC Gas Tariff, Second Revised Volume No. 1, as may reasonably be required by Transporter, to determine Shipper's continuing creditworthiness.

status (b) Should the Transporter become aware of any significant change in Shipper's financial that in its judgement impairs Shipper's continuing ability to satisfy its financial obligations for service hereunder, Transporter may require Shipper to furnish or bring up to date the information provided for in Subsection 6.2 hereof within fifteen (15) Days of the date of a written request by Transporter. The information must be furnished in writing, but may be faxed upon mutual agreement of the parties.

(c) To maintain the assigned credit status, the Shipper and/or Guarantor must provide the following on an annual basis no later than April 30:

- (1) a copy of Shipper's most recent audited financial statements; and
- (2) a copy of Shipper's most recent annual report to shareholders and Form 10-K, if applicable.

Failure to comply with this provision could result in a reclassification to "Prepayment" status.

Effective Date: 03/08/1999 Status: Effective

FERC Docket: RP99-220-000

**Original Sheet No. 63F.1** Original Sheet No. 63F.1 : Effective

RATE SCHEDULE MC  
MARKET CENTER SERVICES

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(continued)

5. OTHER CHARGES - Commission and other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

Effective Date: 11/30/2009 Status: Effective  
FERC Docket: RP10-100-000

**Eighth Revised Sheet No. 64** Eighth Revised Sheet No. 64  
Superseding: Seventh Revised Sheet No. 64

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
SERVICE REQUEST FORM

Return this completed form to:  
Great Lakes Gas Transmission Limited Partnership  
717 Texas Street  
Houston, TX 77002-2761

Attention: Commercial Services  
(832) 320-5232  
Fax No. (832) 320-5760

Note: If required by Section 2.1(d) of the General Terms and Conditions of Great Lakes' FERC Gas  
Tariff, Second Revised Volume No. 1, a check must accompany this request in order for the  
request to be valid.

Information Required for a Valid Service Request

1. Shipper - (The party proposing to execute an Agreement with Great Lakes):  
Shipper's Name, Address and Telephone Number:

\_\_\_\_\_

State or Province of Incorporation: \_\_\_\_\_

Shipper's Address for Statements and Invoices:  
\_\_\_\_\_

Shipper's Dun & Bradstreet Number: \_\_\_\_\_

Shipper's Representatives (fill in those that apply):

Statements and Invoices \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Nominations \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Confirmations \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Gas Control (24 hrs) \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Contracting \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Marketing \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail \_\_\_\_\_

Tariff Filing Service and Regulatory Affairs \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
e-mail\* \_\_\_\_\_  
\* for Electronic Service of Tariff Filings

For All Other Matters \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

IM Address: \_\_\_\_\_ Fax ( ) \_\_\_\_\_

e-mail \_\_\_\_\_





Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Fifth Revised Sheet No. 66** Fifth Revised Sheet No. 66 : Effective  
Superseding: Fourth Revised Sheet No. 66

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Shipper understands that Great Lakes reserves the right to require any Shipper to provide the information or assurances that Great Lakes deems necessary to establish the creditworthiness of the Shipper.

Shipper understands that in order for its request to be considered, all of the required information must be provided in the format reflected in this Service Request. Further, if the service is provided by Great Lakes, Shipper agrees to pay Great Lakes' currently effective rate applicable for the requested service, either Rate Schedule FT, EFT, LFT, IT, or MC of its FERC Gas Tariff, Second Revised Volume No. 1, provided capacity is available on Great Lakes' system for this service. Shipper also agrees to reimburse Great Lakes for any Federal Energy Regulatory Commission filing fees related to the requested service upon receipt of an invoice therefor.

Shipper understands that Great Lakes may require additional information after reviewing the data provided herein.

By its signature hereon, Shipper represents that the information contained herein is correct and accurate. Any change in the facts set forth herein, whether before or after service begins, will be promptly communicated to Great Lakes in writing. In addition, Shipper certifies that upstream and downstream transportation agreements will be in place prior to commencement of service.

Certified Statement:

Shipper has, or will have by the time of execution of an Agreement with Transporter, title to, or the legal right to cause to be delivered to Transporter for Transportation, the gas that is to be transported and facilities or contractual rights that will cause such gas to be delivered to and received from Transporter.

THIS SERVICE REQUEST IS HEREBY SUBMITTED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

BY: \_\_\_\_\_  
(Please Print or Type Name)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Telephone Number ( ) \_\_\_\_\_

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Attachment To Service Request Form

Subsequent Information Requested

Subsequent information is information that is not required for a Service Request to be valid. Such information may be required to prepare the Agreement and/or to commence service. If this information is included with the request it should reduce the time necessary to prepare the Agreement and commence service. Shipper's request may be considered null and void if Shipper fails to furnish the subsequent information necessary to complete an Agreement within thirty (30) days after Transporter's written notice to Shipper specifying such information.

10. Completed Credit Application.

The information below may be required in the event that facilities are to be constructed.

11. Where does Shipper purchase the gas to be transported and where does Shipper sell such gas?  
\_\_\_\_\_

12. List each point where title to the gas being transported hereunder transfers and the names of the parties to each transfer. \_\_\_\_\_

13. Demonstrate that all required regulatory authorizations have been obtained or give the status of any pending required regulatory authorizations. \_\_\_\_\_

14. Demonstrate that all required agreements or precedent agreements are in place for gas supply. \_\_\_\_\_

15. Demonstrate that all required upstream agreements or precedent agreements are in place and comparable to the service being requested herein. \_\_\_\_\_

16. Demonstrate that all required downstream agreements or precedent agreements are in place and comparable to the service being requested herein. \_\_\_\_\_

17. Demonstrate that all required agreements or precedent agreements are in place for ultimate end users. \_\_\_\_\_

Effective Date: 04/01/2004 Status: Effective  
FERC Docket: RP04-188-000

**Second Revised Sheet No. 68** Second Revised Sheet No. 68 : Effective  
Superseding: First Revised Sheet No. 68

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GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
Credit Application

1. Applicant (Shipper):  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. ( ) \_\_\_\_\_  
Fax No. ( ) \_\_\_\_\_  
Contact \_\_\_\_\_  
Contact's E-mail Address \_\_\_\_\_  
Applicant's Web site \_\_\_\_\_
2. Parent Company of Applicant:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. ( ) \_\_\_\_\_  
Fax No. ( ) \_\_\_\_\_  
Contact \_\_\_\_\_  
Contact's E-mail Address \_\_\_\_\_  
Parent's Web site \_\_\_\_\_  
Company Affiliates \_\_\_\_\_
3. Guarantor of Applicant (if applicable):  
Bank for Letter of Credit (if applicable):  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. ( ) \_\_\_\_\_  
Fax No. ( ) \_\_\_\_\_  
Contact \_\_\_\_\_  
Contact's E-mail Address \_\_\_\_\_  
Guarantor's Web site \_\_\_\_\_
4. Shipper's Intended Method of Credit:  
 Stand Alone Credit  
 Unconditional, irrevocable Guarantor Letter from a Creditworthy Party  
 Irrevocable Standby Letter of Credit  
 Prepayment  
 Other (Specify) \_\_\_\_\_
5. Financial Information Provided:  Shipper  Guarantor  
Dun & Bradstreet Number \_\_\_\_\_  
Long Term Debt Rating \_\_\_\_\_

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6. Legal Composition of the Business:

Corporation	_____	Year Started	_____
Limited Partnership	_____	Year Started	_____
Other (Explain)	_____	Year Started	_____

7. Bank References:

	Shipper	Guarantor
	-----	-----
Bank	_____	_____
Account Officer	_____	_____
Telephone No.	( ) _____	( ) _____

8. Trade References:

	Shipper	Guarantor
	-----	-----
Name	_____	_____
Contact	_____	_____
Telephone No.	( ) _____	( ) _____

9. Items Required:

- most
- A. Copy of Applicant's and Guarantor's most recent year-end audited financial statements, recent annual report to shareholders, and most recent annual report to regulators.
- be
- B. Copy of Applicant's and Guarantor's most recent quarterly financial statements, which must be representing signed and attested by the President and by the Chief Financial Officer as fairly the financial position and results of the Company.
- or
- C. A statement of any type of bankruptcy or insolvency proceedings having been commenced by regarding against Applicant and Guarantor Company, with full disclosure of any and all actions the proceedings.

10. Contact Person Relating to Credit: \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_  
E-mail Address \_\_\_\_\_

11. Prepared By \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date Prepared \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_

Fax No. ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

*Effective Date: 06/01/1996 Status: Effective*  
*FERC Docket: RP96-217-001*

**Substitute First Revised Sheet No. 70** Substitute First Revised Sheet No. 70 : Effective  
Superseding: Sheet Nos. 70 Through 83

Sheets No. 70 through 83 are Reserved for Future Use

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-009

**Substitute Original Sheet No. 71** Substitute Original Sheet No. 71 : Superseded  
Superseding: ORIGINAL SHEET NO. 71

1. The term "Gas" shall mean pipeline quality natural gas that complies with the quality provisions set forth in the General Terms And Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1.
2. The term "Rate Schedule FT" shall mean Transporter's Rate Schedule FT of its FERC Gas Tariff, Second Revised Volume No. 1, as filed with the Commission and as changed and adjusted from time to time by Transporter in accordance with Article VI hereof or in compliance with any final Commission order affecting such rate schedule.

#### ARTICLE II - GAS TRANSPORTATION SERVICE

1. This Agreement and respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
2. The Maximum Daily Quantity ("MDQ") shall be the largest daily quantity of Gas that Shipper may tender for Transportation in the aggregate at all points of receipt, exclusive of Transporter's Use, and received at all point(s) of delivery as specified on Appendix "A" hereto on any day.
3. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Transporter Gas for Transportation, and Transporter agrees to receive, transport and deliver Equivalent Quantities of Gas to Shipper or for Shipper's account, on a firm basis, up to an aggregate MDQ of \_\_\_\_\_ Mcf's.
4. Transporter shall not be obligated to transport and deliver at any point of delivery on any Day a quantity of Gas in excess of the quantity specified in the Agreement for each point of delivery. Further, the sum of the transportation quantities nominated at all point(s) of receipt and delivery shall not exceed the aggregate MDQ specified in this Agreement except for the purposes of effecting a segmented capacity release transaction pursuant to Section 15.1.4 of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1.

#### ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

1. Shipper agrees to Tender Gas for Transportation and Transporter agrees to accept such Gas at the point(s) of receipt identified in Appendix "A."
2. Transporter agrees to transport and deliver Gas to Shipper or for Shipper's account at the point(s) of delivery identified in Appendix "A."
3. Transporter and Shipper agree that Appendix "A", attached hereto and made a part hereof, may be revised from time to time by mutual, written agreement between the parties in order to add or delete point(s) of receipt or delivery, or to make other changes.

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 72** Original Sheet No. 72 : Superseded

ARTICLE IV - DELIVERY PRESSURE

1. The quantities of Gas delivered or caused to be delivered by Shipper to Transporter shall be delivered into Transporter's pipeline system at a pressure sufficient to allow the Gas to enter Transporter's existing pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure ("MAOP") specified in Appendix A hereto for the point(s) of receipt in this Agreement.
2. Transporter shall deliver Gas to Shipper at the point(s) of delivery at Transporter's prevailing line pressure as it may vary from time to time up to the MAOP of Transporter's system at the point(s) of delivery.
3. Transporter shall not have an obligation to provide compression and/or alter its system of operation to effectuate deliveries at the point(s) of delivery.

ARTICLE V - COMMENCEMENT OF SERVICE AND TERM OF AGREEMENT

1. Service shall commence as set forth in Section 2 of Rate Schedule FT contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
2. This Agreement shall be effective on the date first written above. This Agreement shall continue in full force and effect for a term ending \_\_\_\_\_.

ARTICLE VI - RATES AND CHARGES

1. Shipper shall pay Transporter each Month, upon the commencement of service hereunder, for Transportation Service rendered at the rates and charges in effect from time to time under Rate Schedule FT, or any effective superseding rate schedule on file with the Commission or any successor.
2. This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FT and of the applicable provisions of the General Terms And Conditions contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may hereafter be legally amended or superseded, all of which are made a part hereof by this reference.
3. Great Lakes shall have the unilateral right to file and seek Commission approval from time to time under Section 4 of the Natural Gas Act ("Act" or "NGA") to change the terms or rate levels under Rate Schedule FT and its applicability, the General Terms and Conditions or any other provisions of Transporter's FERC Gas Tariff,

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 73** Original Sheet No. 73 : Superseded

Second Revised Volume No. 1, and to place such changes in effect in accordance with Section 4(c) of the NGA; and this Agreement shall be deemed to include such changes or any changes that become effective by operation of law and Commission order, without prejudice to Shipper's right to protest the same.

ARTICLE VII - FUEL REIMBURSEMENT

1. In addition to the rates and charges provided for in Article VI, Transporter shall retain a percentage of the quantities received from Shipper for reimbursement in kind for Transporter's Use, as set forth in Subsection 4.3 of Rate Schedule FT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE VIII - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels and terminates, as of the date(s) stated below, the following contracts (if any) with respect to the Transportation of natural gas between Transporter and Shipper:

ARTICLE IX - NOMINATIONS AND NOTICES

1. Periodic scheduling of the quantities of Gas Shipper desires Transporter to transport hereunder must be provided by Shipper to Transporter, at the times and according to the procedures specified in Section 3 of the General Terms And Conditions or succeeding effective provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
2. All notices and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Great Lakes Gas Transmission Company  
One Woodward Avenue  
Suite 1600  
Detroit, Michigan 48226  
Attention: Market Development Department

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

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 63-005

**Original Sheet No. 74** Original Sheet No. 74 : Superseded

PAYMENT BY ELECTRONIC TRANSFER

Transporter: Great Lakes Gas Transmission Company

Citibank

Account No.:

New York, New York

Shipper: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 75** Original Sheet No. 75 : Superseded

ARTICLE X - REGULATORY AUTHORIZATIONS

Transporter's obligation to provide service is conditional upon receipt and acceptance of any necessary regulatory authorization to provide firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FT and this Agreement. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Agreement.

ARTICLE XI - OTHER PROVISIONS

(To be utilized when necessary)

ARTICLE XII - MISCELLANEOUS

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

2. Any controversy between Transporter and Shipper arising under this Agreement providing for firm Transportation Service and not resolved by the parties shall be determined in accordance with the law of the State of Michigan.

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

GREAT LAKES GAS TRANSMISSION COMPANY

\_\_\_\_\_ By: \_\_\_\_\_

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 76** Original Sheet No. 76 : Superseded

APPENDIX A

(Transportation Service Agreement under Rate Schedule FT)

Date: \_\_\_\_\_

Supersedes Appendix Dated: \_\_\_\_\_

Shipper: \_\_\_\_\_

Maximum Daily Quantity (Mcf/Day): \_\_\_\_\_

Point (s) of Receipt	Point (s) of Delivery	Receipt Volumes (Per Day)	Delivery Volumes (Per Day)	Maximum Allowable Operating Pressure (MAOP)
_____	_____	_____	_____	_____

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

Original Sheet No. 77 Original Sheet No. 77 : Superseded

FORM OF SERVICE AGREEMENT

(For Use Under Transporter's Rate Schedule IT)

THIS TRANSPORTATION SERVICE AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between GREAT LAKES GAS TRANSMISSION COMPANY, a Delaware corporation, hereinafter referred to as "Great Lakes" or "Transporter", and \_\_\_\_\_, hereinafter referred to as "Shipper."

W I T N E S S E T H :

WHEREAS, Great Lakes owns and operates an interstate pipeline system in the United States, pursuant to certificates of public convenience and necessity issued by the Federal Energy Regulatory Commission ("Commission" or "FERC") and its predecessor, the Federal Power Commission, extending from an interconnection with the facilities of TransCanada PipeLines Limited ("TransCanada") on the United States-Canadian international boundary near Emerson, Manitoba, across the states of Minnesota, Wisconsin and Michigan, to points of interconnection with TransCanada's facilities on the international boundary near Sault Ste. Marie and St. Clair, Michigan;

WHEREAS, Shipper has requested Transporter to Transport Gas on its behalf, and Transporter may have capacity available to provide the Transportation Service for Shipper on the terms specified herein;

WHEREAS, Shipper has submitted to Transporter a completed Request for Transportation Service under Rate Schedule IT ("Request");

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms hereof;

WHEREAS, Shipper is a (to be completed with specific information);

WHEREAS, (to be completed with specific information regarding service); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Transporter and Shipper covenant and agree as follows:

ARTICLE I - DEFINITIONS

In addition to the definitions incorporated herein through Transporter's Rate Schedule IT, the following terms when used shall have the meanings set forth below:

1. The term "Gas" shall mean pipeline quality natural gas that complies with the quality provisions set forth in the General Terms And Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 63-005

Original Sheet No. 78 Original Sheet No. 78 : Superseded

2. The term "Rate Schedule IT" shall mean Transporter's Rate Schedule IT of its FERC Gas Tariff, Second Revised Volume No. 1, as filed with the Commission and as changed and adjusted from time to time by Transporter in accordance with Article VI hereof or in compliance with any final Commission order affecting such rate schedule.

#### ARTICLE II - GAS TRANSPORTATION SERVICE

1. This Agreement and respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

2. The Maximum Daily Quantity ("MDQ") shall be the largest daily quantity of Gas that Shipper may tender for Transportation in the aggregate at all points of receipt, exclusive of Transporter's Use, and received at all point(s) of delivery as specified on Appendix "A" hereto on any Day.

3. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Transporter Gas for Transportation, and Transporter agrees to receive, transport and redeliver Equivalent Quantities of Gas to Shipper or for Shipper's account, on an interruptible basis, up to an aggregate MDQ of \_\_\_\_\_ Mcf's.

4. Transporter shall not be obligated to transport and deliver at any point of delivery on any Day a quantity of Gas in excess of the quantity specified in the Agreement for each point of delivery. Further, the sum of the transportation quantities nominated at all point(s) of receipt and delivery shall not exceed the aggregate MDQ specified in this Agreement.

5. Transportation Service rendered hereunder may be wholly or partly interrupted, subject to Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, when in Transporter's sole judgement such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system.

#### ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

1. Shipper agrees to Tender Gas for Transportation and Transporter agrees to accept such Gas at the point(s) of receipt identified in Appendix "A."

2. Transporter agrees to transport and deliver Gas to Shipper or for Shipper's account at the point(s) of delivery identified in Appendix "A."

3. Transporter and Shipper agree that Appendix "A", attached and made a

part hereof, may be revised from time to time by mutual, written agreement between the parties in order to add or delete point(s) of receipt, or to make other changes.

ARTICLE IV - DELIVERY PRESSURE

1. The quantities of Gas delivered or caused to be delivered by Shipper to Transporter shall be delivered into Transporter's pipeline system at a pressure sufficient to allow the Gas to enter Transporter's existing pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure ("MAOP") specified in Appendix A hereto for the point(s) of receipt in this Agreement.

2. Transporter shall deliver Gas to Shipper at the point(s) of delivery at Transporter's prevailing line pressure as it may vary from time to time up to the MAOP of Transporter's system at the point(s) of delivery.

3. Transporter shall not have an obligation to provide compression and/or alter its system of operation to effectuate deliveries at the point(s) of delivery.

ARTICLE V - COMMENCEMENT OF SERVICE AND TERM OF AGREEMENT

1. Service shall commence as set forth in Section 2 of Rate Schedule IT contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

2. This Agreement shall be effective on the date first written above. This Agreement shall continue in full force and effect for a term ending \_\_\_\_\_.

ARTICLE VI - RATES AND CHARGES

1. Shipper shall pay Transporter each Month for Transportation Service rendered at the rates and charges in effect from time to time under Rate Schedule IT, or any effective superseding rate schedule on file with the Commission or any successor.

2. This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule IT and of the applicable provisions of the General Terms And Conditions contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may hereafter be legally amended or superseded, all of which are made a part hereof by this reference.

3. Great Lakes shall have the unilateral right to file and seek Commission approval from time to time under Section 4 of the Natural Gas Act ("Act" or "NGA") to change the terms or rate levels under Rate Schedule IT and its applicability, the General Terms And Conditions or any other provisions of Transporter's FERC Gas Tariff,

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 80** Original Sheet No. 80 : Superseded

Second Revised Volume No. 1, and to place such changes in effect in accordance with Section 4(c) of the NGA; and this Agreement shall be deemed to include such changes or any changes that become effective by operation of law and Commission order, without prejudice to Shipper's right to protest the same.

ARTICLE VII - FUEL REIMBURSEMENT

1. In addition to the rates and charges provided for in Article VI, Transporter shall retain a percentage of the quantities received from Shipper for reimbursement in kind for Transporter's Use, as set forth in Subsection 4.3 of Rate Schedule IT of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE VIII - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels and terminates, as of the date(s) stated below, the following contracts (if any) with respect to the Transportation of natural gas between Transporter and Shipper:

ARTICLE IX - NOMINATIONS AND NOTICES

1. Periodic scheduling of the quantities of Gas Shipper desires Transporter to transport hereunder must be provided by Shipper to Transporter, at the times and according to the procedures specified in Section 3 of the General Terms And Conditions or succeeding effective provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

2. All notices and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Great Lakes Gas Transmission Company  
One Woodward Avenue  
Suite 1600  
Detroit, Michigan 48226  
Attention: Market Development Department

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

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 63-005

**Original Sheet No. 81** Original Sheet No. 81 : Superseded

PAYMENT BY ELECTRONIC TRANSFER

Transporter: Great Lakes Gas Transmission Company

Citibank

Account No.:

New York, New York

Shipper: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 82** Original Sheet No. 82 : Superseded

ARTICLE X - REGULATORY AUTHORIZATIONS

Transporter's obligation to provide service is conditional upon receipt and acceptance of any necessary regulatory authorization to provide interruptible Transportation Service to Shipper in accordance with the terms of Rate Schedule IT and this Agreement. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Agreement.

ARTICLE XI - OTHER PROVISIONS

(To be utilized when necessary)

ARTICLE XII - MISCELLANEOUS

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

2. Any controversy between Transporter and Shipper arising under this Agreement providing for interruptible Transportation Service and not resolved by the parties shall be determined in accordance with the law of the State of Michigan.

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
GREAT LAKES GAS TRANSMISSION COMPANY

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 63-005

**Original Sheet No. 83** Original Sheet No. 83 : Superseded

APPENDIX A

(Transportation Service Agreement under Rate Schedule IT)

Date: \_\_\_\_\_

Supersedes Appendix Dated: \_\_\_\_\_

Shipper: \_\_\_\_\_

Maximum Daily Quantity (Mcf/Day): \_\_\_\_\_

Point (s) of Receipt	Point (s) of Delivery	Receipt Volumes (Per Day)	Delivery Volumes (Per Day)	Maximum Allowable Operating Pressure (MAOP)
_____	_____	_____	_____	_____

Effective Date: 02/16/2009 Status: Effective  
FERC Docket: RP09-218-000

**Twelfth Revised Sheet No. 84** Twelfth Revised Sheet No. 84  
Superseding: Eleventh Revised Sheet No. 84

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

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

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

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

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM:  
For Rate Schedule IT only: \_\_\_\_\_ to \_\_\_\_\_, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.

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

Section Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff. (If applicable)

7. EFFECT ON PREVIOUS CONTRACTS:  
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
8. MAXIMUM DAILY QUANTITY (Dth/Day):  
Please see Appendix A for further detail.

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

9. RATES:  
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9 and/or on Appendix B hereto.

10. POINTS OF RECEIPT AND DELIVERY:  
The primary receipt and delivery points are set forth on Appendix A.
11. RELEASED CAPACITY:  
Capacity rights for this Agreement were released from (Releasing Shipper and Contract I.D.): (If applicable)

Effective Date: 11/30/2009 Status: Effective  
FERC Docket: RP10-100-000

**Sixth Revised Sheet No. 85** Sixth Revised Sheet No. 85  
Superseding: Fifth Revised Sheet No. 85

12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such

changes

and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

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

parties

Any controversy between the parties arising under this Agreement and not resolved by the

shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

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

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

Transporter and Shipper agree that, pursuant to Section 2.1 (h) of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described: (if applicable)

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

Great Lakes Gas Transmission  
Limited Partnership  
Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP

Shipper:

By: Great Lakes Gas Transmission Company

By:

By:

Title:

Title:

Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Third Revised Sheet No. 86** Third Revised Sheet No. 86 : Effective  
Superseding: Second Revised Sheet No. 86

APPENDIX A  
CONTRACT IDENTIFICATION:

Date:

Supersedes Appendix Dated:

Shipper:

Maximum Daily Quantity (Dth/Day) per Location and  
(For Rate Schedule EFT only) Maximum Hourly Quantity (Dth/Hour) per Location:

Begin Date	End Date	Point(s) of Primary Receipt	Points(s) of Primary Delivery	For Rate Schedule EFT only:		Maximum Allowable Operating Pressure (MAOP)
				MDQ	MHQ	

Effective Date: 02/16/2009 Status: Effective  
FERC Docket: RP09-218-000

**Sixth Revised Sheet No. 86A** Sixth Revised Sheet No. 86A  
Superseding: Fifth Revised Sheet No. 86A

FORM OF MARKET CENTER SERVICE AGREEMENT  
(For Use Under Transporter's Rate Schedule MC)

This Market Center Service Agreement (MC Service Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and \_\_\_\_\_ (Shipper).

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

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

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. SHIPPER TYPE:
5. STATE/PROVINCE OF INCORPORATION:
6. TERM:  
\_\_\_\_\_ to \_\_\_\_\_, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.
7. EFFECT ON PREVIOUS CONTRACTS:  
This MC Service Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
8. MAXIMUM DAILY QUANTITY (Dth/Day)
9. MAXIMUM QUANTITY (Dth):
10. RATES:  
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall

be

Great Lakes' maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than maximum shall be set forth in this Paragraph 10 and/or on Appendix A hereto.

The actual rate(s) to be charged on any particular Gas Day shall be posted on Great Lakes' Web Site in accordance with Section 4.1 of Rate Schedule MC of Great Lakes' FERC Gas Tariff, Second Revised Volume No. 1. Shipper's nomination for service under Rate Schedule MC shall evidence Shipper's acceptance of the actual rate(s) to be charged for the service being nominated and shall obligate Shipper to pay all charges calculated using those rates as applied to the quantities scheduled.

11. POINTS OF RECEIPT AND DELIVERY:  
Shipper may nominate any receipt or delivery point on Transporter's system as a Market Center Point under this rate schedule.

12. INCORPORATION OF TARIFF INTO AGREEMENT:  
This MC Service Agreement shall incorporate and in all respects be subject to the "General

Terms

and Conditions" and Rate Schedule MC set forth in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in Rate Schedule MC and the "General Terms

and

shall

Conditions" in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, and Transporter

have the right to place such changes in effect in accordance with the NGA, and this MC Service Agreement shall be deemed to include such changes and any such changes which become effective

by

operation of law and Commission Order, without prejudice to Shipper's right to protest the

same.

Effective Date: 11/30/2009 Status: Effective  
FERC Docket: RP10-100-000

**Fourth Revised Sheet No. 86B** Fourth Revised Sheet No. 86B  
Superseding: Third Revised Sheet No. 86B

13. MISCELLANEOUS:

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

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

14. OTHER PROVISIONS (As necessary):

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

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

Pursuant to Subsection 2.1(I) of Rate Schedule MC, failure by Shipper to comply with notice from Transporter to remove and/or return Gas within the time frame specified may result in the termination of Shipper's MC Service Agreement.

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this MC Service Agreement shall be in writing by mail, e-mail, or fax, or other means agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

ADMINISTRATIVE MATTERS  
Great Lakes Gas Transmission  
Limited Partnership  
Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
By:  
Title:

Shipper:

By:  
Title:

Effective Date: 08/01/2007 Status: Effective  
FERC Docket: RP07-490-000

**Second Revised Sheet No. 86.01** Second Revised Sheet No. 86.01 : Effective  
Superseding: First Revised Sheet No. 86.01

APPENDIX B  
RATE SCHEDULE:

Date:  
Supersedes Appendix Dated:

Shipper:

Shipper agrees to the Negotiated Rate option in accordance with Section 4.5 of Rate Schedule FT, EFT, LFT, or IT, as provided above, and notifies Transporter that it desires to be billed, and agrees to pay, the charges specified below during the term of this Appendix B. Shipper acknowledges that this election is an alternative to the billing of charges under the appropriate Rate Schedule as set forth on Sheet Nos. 4, 4A, and 5 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Term:

Specification of Negotiated Rate:

AGREED TO BY:

SHIPPER

GREAT LAKES GAS TRANSMISION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company

By:  
Title:

By:  
Title:

Effective Date: 03/08/1999 Status: Effective  
FERC Docket: RP99-220-000

**Original Sheet No. 86.1** Original Sheet No. 86.1 : Superseded

APPENDIX B  
RATE SCHEDULE:

Date:  
Supersedes Appendix Dated:

Shipper:

Shipper agrees to the Negotiated Rate option in accordance with Section 4.5 of Rate Schedule FT or IT, as provided above, and notifies Transporter that it desires to be billed, and agrees to pay, the charges specified below during the term of this Appendix B. Shipper acknowledges that this election is an alternative to the billing of charges under the appropriate Rate Schedule as set forth on Sheet Nos. 4, 4A, and 5 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Term:

Specification of Negotiated Rate:

AGREED TO BY:

SHIPPER

GREAT LAKES GAS TRANSMISION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company

By:  
Title:

By:  
Title:

Effective Date: 03/08/1999 Status: Effective  
FERC Docket: RP99-220-000

**Original Sheet No. 86B.1** Original Sheet No. 86B.1 : Effective

APPENDIX A  
RATE SCHEDULE MC

Date:  
Supersedes Appendix Dated:

Shipper:

Shipper agrees to the Negotiated Rate option in accordance with Section 4.5 of Rate Schedule MC, and notifies Transporter that it desires to be billed, and agrees to pay, the charges specified below during the term of this Appendix A. Shipper acknowledges that this election is an alternative to the billing of charges under Rate Schedule MC as set forth on Sheet No. 5A of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Term:

Specification of Negotiated Rate:

AGREED TO BY:

SHIPPER

GREAT LAKES GAS TRANSMISION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company

By:  
Title:

By:  
Title:

Effective Date: 06/01/2003 Status: Effective  
FERC Docket: RP00-329-002

**Second Revised Sheet No. 87** Second Revised Sheet No. 87 : Superseded  
Superseding: Substitute First Revised Sheet No. 87

FORM OF MASTER SERVICE AGREEMENT  
(For Use with Temporary Capacity Release Transactions)

This Master Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf in the event that Shipper is awarded capacity through Transporter's capacity release program and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

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

1. EFFECTIVE DATE:

2. MASTER SERVICE AGREEMENT NO.:

3. SCOPE OF AGREEMENT:

Shipper and Transporter acknowledge that this is a Master Service Agreement entered into pursuant to Section 15.13 of Transporter's FERC Gas Tariff, Second Revised Volume No.1 for the purpose of facilitating the capacity release process. Accordingly, Shipper agrees to be bound by the terms of its capacity release bid(s) if and when Transporter awards any such bid(s).

For

each release transaction performed pursuant to this Agreement, Shipper agrees that, in addition to the terms and conditions of this Agreement, Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Shipper and Transporter agree that the rate schedule, term, maximum daily quantity, points of receipt and delivery, rates, and other such terms as applicable, for each capacity release transaction under this Agreement, as identified in Shipper's awarded bid(s), shall be communicated by Transporter to Shipper in an Award Acknowledgement and executed by Shipper to confirm such terms. The terms of such Award Acknowledgement are hereby incorporated by reference in this Agreement.

For pre-arranged, non-biddable capacity releases following the timelines provided in Subsection 15.14(D) of the General Terms and Conditions of Transporter's FERC Gas Tariff, and for biddable capacity releases following the timelines provided in Subsection 15.15(B) of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall have one (1) Business Day from Transporter's issuance of such Award Acknowledgement to confirm the terms of the capacity release transaction by executing the Award Acknowledgment. However, if Shipper submits a nomination under the release prior to Shipper's execution of the Award Acknowledgment,

Shipper's

nomination shall act as Shipper's acceptance of the terms of the Award Acknowledgement.

4. RATE SCHEDULE: (Specified by the Contract Identification in the applicable Award Acknowledgement)

5. SHIPPER TYPE:

6. STATE/PROVINCE OF INCORPORATION:

Effective Date: 06/01/2003 Status: Effective  
FERC Docket: RP00-329-002

**Original Sheet No. 87A** Original Sheet No. 87A : Superseded

7. TERM:  
This Agreement shall be effective as of the date listed above and shall continue in full force and effect for a term ending \_\_\_\_\_. This Agreement shall continue following expiration of the primary term, subject to cancellation by either party upon one month written notice. (The term of each awarded release transaction shall be specified in the applicable Award Acknowledgement.)
8. MAXIMUM DAILY QUANTITY (Dth/Day): (To be specified in the applicable Award Acknowledgement.)
9. RATES:  
Rates shall be Great Lakes' maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing.
10. POINTS OF RECEIPT AND DELIVERY: (To be specified in the applicable Award Acknowledgement.)
11. EFFECT ON PREVIOUS CONTRACTS:  
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following Master Service Agreement(s): (If applicable)

Effective Date: 11/30/2009 Status: Effective  
FERC Docket: RP10-100-000

**Sixth Revised Sheet No. 88** Sixth Revised Sheet No. 88  
Superseding: Fifth Revised Sheet No. 88

12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Great Lakes' FERC Gas Tariff, Second Revised Volume No. 1, as may be revised from time to time. Great Lakes may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Great Lakes' FERC Gas Tariff, Second Revised Volume No. 1, and Great Lakes shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such

changes

and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

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

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

14. OTHER PROVISIONS:

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

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

applicable

(Other terms and conditions for each individual transaction shall be specified in the Award Acknowledgment.)

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement or any Award Acknowledgment shall be in writing by mail, e-mail, or fax, or other means agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by

mail,

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

ADMINISTRATIVE MATTERS  
Great Lakes Gas Transmission  
Limited Partnership  
Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

Shipper's Name and Address:

Attn:

Agreed to by:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
By:  
Title:

Shipper:

By:  
Title:

Effective Date: 02/01/2003 Status: Effective  
FERC Docket: RP03-189-000

**Second Revised Sheet No. 89** Second Revised Sheet No. 89 : Effective  
Superseding: Substitute First Revised Sheet No. 89

FORM OF AWARD ACKNOWLEDGMENT  
(For Use with Master Service Agreement)

This Award Acknowledgment is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Shipper has requested capacity on Transporter's system pursuant to Section 2 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, and Transporter has agreed to supply such capacity; or Shipper has been awarded by Transporter capacity released on Transporter's system pursuant to Section 15 of Transporter's FERC Gas Tariff, Second Revised Volume No.1; and

WHEREAS, Shipper and Transporter have entered into Master Service Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to facilitate the contracting and capacity release process.

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

1. CONTRACT IDENTIFICATION:
2. RELEASING SHIPPER: (If applicable)
3. TERM:  
  
For Rate Schedule LFT only: During the term stated above, Service to Shipper shall be Unavailable on \_\_\_\_\_ days.
4. MAXIMUM DAILY QUANTITY (Dth/Day):
5. RATES (per Dth):
6. POINTS OF RECEIPT AND DELIVERY:  
Receipt:  
Delivery:
7. RECALLABLE CAPACITY: (If applicable)
8. REPUTTABLE CAPACITY: (If applicable)
9. MINIMUM VOLUMETRIC COMMITMENT (Dth): (If applicable)
10. SPECIAL TERMS AND CONDITIONS: (If applicable)
11. OTHER PROVISIONS:

EXECUTED BY:

SHIPPER

By:  
Title:  
Date Executed:

*Effective Date: 01/01/2008 Status: Effective*

*FERC Docket: RP08-78-000*

**First Revised Sheet No. 90** First Revised Sheet No. 90 : Effective  
Superseding: Original Sheet No. 90

LIST OF NON-CONFORMING SERVICE AGREEMENTS

