

FERC Gas Tariff

Third Revised Volume No. 1

of

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

Filed with

Federal Energy Regulatory Commission

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GENERAL TERMS AND CONDITIONS

6.1 DEFINITIONS

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.
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.)
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.
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.
5. "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 5.1 "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper, computed at one hundred percent (100%) load factor, if applicable.
6. "Contract Year" shall be a period of twelve consecutive Months beginning on the first Day of November.
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.
8. "Dekatherm" and "(Dth)" shall mean a quantity of gas containing one million (1,000,000) BTUs.
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".
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.

11. "Gas" shall mean pipeline quality gas that complies with the quality provisions as set forth in the Section 6.8 of the General Terms and Conditions of this FERC Gas Tariff, Third Revised Volume No. 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.
13. "GLConnect" shall mean the transactional portion of Transporter's Web site (Customer Activities Web Site) maintained in accordance with Section 6.24 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1.
14. "Heating Value" shall mean the gross heating value, measured in BTUs, 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.
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.
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.
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.
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.
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.

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.
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.
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.
23. "Mcf" shall mean one thousand (1,000) cubic feet of gas.
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.
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.
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.
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.
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.

29. "Seamless Transportation Service" shall mean service provided to a Shipper(s) utilizing capacity on Transporter's own system together with off-system capacity.
30. "Shipper" shall mean an entity or its agent that has executed an Agreement in the form prescribed under this FERC Gas Tariff, Third 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 6.3.9 of the General Terms and Conditions.
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.
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.
33. "Transportation" and "Transportation Service" shall mean transportation of gas.
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.
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.
36. "Unavailable Day" shall mean a Gas Day when Transportation Service shall not be provided under Transporter's Rate Schedule LFT.
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.
38. "Web site" shall mean Transporter's Internet home page accessible via the World Wide Web at www.gltg.com, which contains information about Transporter's services and access to Transporter's Customer Activities Web Site - GLConnect.

6.2 REQUEST FOR SERVICE

6.2.1 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 Third 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 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 the 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 6.2.1(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 of this FERC Gas Tariff, Third 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 6.2.1(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.

- (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 5.1.5 paragraph 1 of Rate Schedule FT, Section 5.2.5 paragraph 1 of Rate Schedule EFT, Section 5.3.5 paragraph 1 of Rate Schedule LFT, and Section 5.4.5 paragraph 1 of Rate Schedule IT in this FERC Gas Tariff, Third 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 Transportation Service under Rate Schedule FT, expedited firm Transportation Service under Rate Schedule EFT, or limited firm Transportation Service under Rate Schedule LFT of this FERC Gas Tariff, Third Revised Volume No. 1, if: (1) Transporter does not have sufficient capacity to render additional firm, expedited firm, or limited firm service, or (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, Third 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. Transporter will use nondiscriminatory and objective posting, bidding, and evaluation criteria, which evaluation criteria will be specified in the notice of open season, along with the details of what constitutes a valid bid request. The successful bidder(s), if any, will be identified by posting of a notice on Transporter's Web Site within twenty-four (24) hours of the close of the open season. Once an open season commences, all requests for service for the capacity available through the open season will be treated under this open season process.
- (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 the Service Agreement (i.e. the least possible revenue resulting from the transaction) if the option is or is not exercised, including any exit payment that the Shipper proposes to pay at the exercise of its option.

6.2.2 Pre-arranged Transportation Service and Interim Service

- (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 and is not subject to a right of first refusal, pursuant to Section 6.16 of the General Terms & Conditions of this FERC Gas Tariff, Third Revised Volume No. 1, or to any other Shipper renewal 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.
- (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 rights for such capacity pursuant to Section 6.2.2(c), will be posted on Transporter's Web Site. Transporter shall award the interim capacity up to the commencement date of the Pre-arranged Service to Shippers requesting such service.
- (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:
1. Upon entering into a Pre-arranged Service for which capacity is to be reserved and for 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.
 2. Except as provided otherwise in this Section 6.2.2(c)(2), Transporter shall post for bids and award the pre-arranged capacity in accordance with Section 6.2.1(g) of the General Terms and Conditions. Pre-arranged capacity shall be available for bidding 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 included in the posting for bids. Bids may be for service to commence on the earliest date such capacity is available or some other future date. At the end of the bidding period, Transporter shall evaluate acceptable bids on a net present value (NPV) basis, utilizing the FERC approved interest rate as the discount rate, with the current value of any future bids reduced by the time value of the delay in the receipt of revenue. Any bid rate higher than the maximum applicable tariff rate shall be deemed to be equal to the maximum applicable tariff rate. NPV shall only include revenues generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for the capacity. If an acceptable bid yields a higher NPV than that of the Pre-arranged Service, the pre-arranged Shipper shall have a one-time right to match

the highest competing bid in order to retain the capacity. If the pre-arranged Shipper elects not to match the highest competing bid, the capacity shall be awarded to the competing shipper whose acceptable bid produced the highest NPV. 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.

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.

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 Section 6.16 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)

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, Third 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, Third 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.

Any controversy between the 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 (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 6.2.1(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:

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:

<u>Begin Date</u>	<u>End Date</u>	Point(s) of Primary <u>Receipt</u>	Points(s) of Primary <u>Delivery</u>	<u>MDQ</u>	For Rate Schedule EFT only: <u>MHQ</u>	Maximum Allowable Operating Pressure (<u>MAOP</u>)
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APPENDIX B
RATE SCHEDULE:

Date:

Supersedes Appendix Dated:

Shipper:

Shipper agrees to the Negotiated Rate option in accordance with Section 5.1.4.4 of Rate Schedule FT, Section 5.2.4.4 of Rate Schedule EFT, Section 5.3.4.4 of Rate Schedule LFT, or Section 5.4.4.4 of Rate Schedule 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 in Sections 4.1, 4.2, and 4.3 of Transporter's FERC Gas Tariff, Third 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: