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FERC GAS TARIFF

FOURTH REVISED VOLUME NO. 1

(Superseding Third Revised Volume No. 1 and
First Revised Volume No. 1-A)

Of

NORTHWEST PIPELINE GP

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT RELATED
TO FERC GAS TARIFF, THIRD REVISED VOLUME NO. 1
CONTAINING TRANSPORTATION AND STORAGE RATE SCHEDULES

Northwest Pipeline GP ("Northwest" or "Transporter") is a "natural gas company" as defined by the Natural Gas Act and "an interstate pipeline" as defined by the Natural Gas Policy Act of 1978. As such, Northwest is subject to the jurisdiction of the Federal Energy Regulatory Commission. Northwest is engaged in the transportation (the term transportation, as defined herein, includes storage service), in interstate commerce, of natural gas for Shippers, pursuant to the regulations of the Federal Energy Regulatory Commission.

The major facilities of Northwest are depicted on the map constituting Sheet No. 4 of this Tariff. Northwest's pipeline system extends from a point near Blanco, New Mexico, through the states of Colorado, Utah, Wyoming, Idaho, Oregon and Washington to a point on the International Boundary near Sumas, Washington.

This Tariff contains transportation and storage rate schedules available for Shippers with whom Northwest contracts through executed Service Agreements for the transportation and storage of natural gas. It is the policy of Northwest to undertake the transportation and storage of gas only pursuant to written contracts with eligible customers upon the terms and conditions set forth in this Tariff, executed on a non-discriminatory basis after consideration of Northwest's existing commitments, delivery capacity, points of delivery and other relevant factors.

This FERC Gas Tariff is filed in compliance with Part 154, Subchapter E, Chapter I, Title 18 of the Code of Federal Regulations, as promulgated by Order of the Federal Power Commission in Docket No. R-107, dated October 30, 1948.

Original Sheet No. 3 Original Sheet No. 3 : Effective

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RESERVED FOR FUTURE USE

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System Map

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System Map

STATEMENT OF RATES
Effective Rates Applicable to
Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1
(Dollars per Dth)

Rate Schedule and Type of Rate	Base Tariff Rate Minimum	Base Tariff Rate Maximum	ACA(2)	Currently Effective Tariff Rate(3) Minimum	Currently Effective Tariff Rate(3) Maximum
Rate Schedule TF-1 (4)(5)					
Reservation					
(Large Customer)					
System-Wide	.00000	.37984	-	.00000	.37984
15 Year Evergreen Exp.	.00000	.38101	-	.00000	.38101
25 Year Evergreen Exp.	.00000	.36445	-	.00000	.36445
Volumetric					
(Large Customer)					
System-Wide	.00756	.03000	.00190	.00946	.03190
15 Year Evergreen Exp.	.00369	.00369	.00190	.00559	.00559
25 Year Evergreen Exp.	.00369	.00369	.00190	.00559	.00559
(Small Customer) (6)	.00756	.67209	.00190	.00946	.67399
Scheduled Overrun	.00756	.40984	.00190	.00946	.41174
Rate Schedule TF-2 (4)(5)					
Reservation	.00000	.37984	-	.00000	.37984
Volumetric	.00756	.03000	-	.00756	.03000
Scheduled Daily Overrun	.00756	.40984	-	.00756	.40984
Annual Overrun	.00756	.40984	-	.00756	.40984
Rate Schedule TI-1					
Volumetric (7)	.00756	.40984	.00190	.00946	.41174
Rate Schedule TFL-1 (4)(5)					
Reservation	-	-	-	-	-
Volumetric	-	-	-	-	-
Scheduled Overrun	-	-	-	-	-
Rate Schedule TIL-1					
Volumetric	-	-	-	-	-

STATEMENT OF RATES (Continued)

Effective Rates Applicable to
Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 (Continued)

(Dollars per Dth)

Footnotes (Continued)

(4) All reservation rates are daily rates computed on the basis of 365 days per year, except that such rates for leap years are computed on the basis of 366 days.

For Rate Schedule TF-1, the 15-Year and 25-Year Evergreen Expansion reservation and volumetric rates apply to Shippers receiving service under Rate Schedule TF-1 Evergreen Expansion service agreements. The System-Wide reservation and volumetric rates apply to Shippers receiving service under all other Rate Schedule TF-1 service agreements.

For Rate Schedule TF-1, the 15-Year and 25-Year Evergreen Expansion maximum base tariff reservation rates are comprised of $0.37610 and $0.35954 for transmission costs and $0.00491 and $0.00491 for storage costs, respectively. The System-Wide maximum base tariff reservation rates for Rate Schedule TF-1 and the maximum base tariff reservation rates for Rate Schedule TF-2 are comprised of $0.37493 for transmission costs and $0.00491 for storage costs.
For Rate Schedule TF-1 (Large Customer), the maximum base tariff volumetric rates applicable to Shippers receiving service under Rate Schedule TF-1 Evergreen Expansion service agreements are comprised of $0.00344 for transmission costs and $0.00025 for storage costs. The maximum base tariff volumetric rates for all other services under Rate Schedule TF-1 (Large Customer) and for services under Rate Schedule TF-2 are comprised of $0.02975 for transmission costs and $0.00025 for storage costs.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to
Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 (Continued)

(Dollars per Dth)

Footnotes (Continued)

(5) Rates for Rate Schedules TF-1, TF-2 and TFL-1 are also applicable to capacity release service except for short-term capacity release transactions for a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release, which are not subject to the stated maximum tariff rate. (Section 22 of the General Terms and Conditions describes how bids for capacity release will be evaluated.) The reservation rate is the comparable volumetric bid reservation charge applicable to Replacement Shippers bidding for capacity released on a one-part volumetric bid basis.

(6) For Rate Schedule TF-1 (Small Customer), the maximum base tariff rate is comprised of $0.66202 for transmission costs and $0.01007 for storage costs. Transporter will not transport gas for delivery for Small Customers subject to this Rate Schedule TF-1 under any interruptible Service Agreement or under any capacity release Service Agreement unless such Small Customer has exhausted its daily levels of firm service entitlement for that day.

(7) Rate Schedule TI-1 maximum base tariff volumetric rate is comprised of $0.40468 for transmission costs and $0.00516 for storage costs.

(8) Applicable to Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 pursuant to Section 15.5 of the General Terms and Conditions.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules DEX-1 and PAL

(Dollars per Dth)

Type of Rate	Base Tariff Rate Minimum	Base Tariff Rate Maximum	ACA(2)	Currently Effective Tariff Rate(3) Minimum	Currently Effective Tariff Rate(3) Maximum
Rate Schedule DEX-1 (4)					
Deferred Exchange	.00000	.40984	.00190	.00190	.41174
Rate Schedule PAL					
Park and Loan	.00000	.40984	-	.00000	.40984

Footnotes

(1) Reserved.

(2) Section 16 of the General Terms and Conditions describes the basis and applicability of the ACA surcharge.

(3) The currently effective tariff rate is the sum of the base tariff rate and the applicable surcharges. To the extent Transporter discounts the maximum currently effective tariff rate, such discounts will be applied on a non-discriminatory basis, subject to the policies of Order No. 497.

(4) Shippers receiving service under this rate schedule are required to furnish fuel reimbursement in-kind at the rates specified on Sheet No. 14, except as provided in Section 4 of Rate Schedule DEX-1.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules SGS-2F and SGS-2I

(Dollars per Dth)

Rate Schedule and Type of Rate	Currently Effective Tariff Rate (1) Minimum	Maximum
Rate Schedule SGS-2F (2) (3) (4) (5)		
Demand Charge		
Pre-Expansion Shipper	0.00000	0.01551
Expansion Shipper	0.00000	0.08476
Capacity Demand Charge		
Pre-Expansion Shipper	0.00000	0.00056
Expansion Shipper - 2010 Phase	0.00000	0.00233
Volumetric Bid Rates		
Withdrawal Charge		
Pre-Expansion Shipper	0.00000	0.01551
Expansion Shipper	0.00000	0.08476
Storage Charge		
Pre-Expansion Shipper	0.00000	0.00056
Expansion Shipper - 2010 Phase	0.00000	0.00233
Rate Schedule SGS-2I		
Volumetric	0.00000	0.00113

Footnotes

(1) Shippers receiving service under these rate schedules are required to furnish fuel reimbursement in-kind at the rates specified on Sheet No. 14.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules SGS-2F and SGS-2I (Continued)

Footnotes (Continued)

(2) Rates are daily rates computed on the basis of 365 days per year, except that rates for leap years are computed on the basis of 366 days.

Rates are also applicable to capacity release service except for short-term capacity release transactions for a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release, which are not subject to the stated maximum tariff rate. (Section 22 of the General Terms and Conditions describes how bids for capacity release will be evaluated.) The Withdrawal Charge and Storage Charge are applicable to Replacement Shippers bidding for capacity released on a one-part volumetric bid basis.

(3) Transporter will file proposed tariff sheets listing the phased rates associated with the Expansion Shippers' Capacity Demand Charge and Storage Charge rates no sooner than 60 days and no later than 30 days prior to the proposed effective date for each phase pursuant to the Commission order in Docket No. CP02-384.

(4) Upon the in-service of the deliverability expansion (November 1, 2008), the Expansion Shippers Demand Charge and the Volumetric Bid Rate Withdrawal Charge will be effective on an interim basis until the working gas storage capacity expansion is completed.

(5) Upon the completion of the capacity expansion, the Expansion Shippers' Capacity Demand Charge and Demand Charge rates along with the Volumetric Bid related storage charge and Withdrawal Charge rates will be revised to reflect an allocation of the aggregated costs split 50/50 between the capacity expansion and the deliverability expansion.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedule LS-1

(Dollars per Dth)

Type of Rate	Currently Effective Tariff Rate (1)
Demand Charge (2)	0.03062
Capacity Charge (2)	0.00391
Liquefaction	0.64110
Vaporization	0.04184

Footnotes

(1) Shippers receiving service under this rate schedule are required to furnish fuel reimbursement in-kind at the rate specified on Sheet No. 14.

(2) Rates are daily rates computed on the basis of 365 days per year, except that rates for leap years are computed on the basis of 366 days.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules LS-2F and LS-2I

(Dollars per Dth)

Rate Schedule and Type of Rate	Currently Effective Tariff Rate (1) Minimum	Maximum
Rate Schedule LS-2F (3)		
Demand Charge (2)	0.00000	0.03062
Capacity Demand Charge (2)	0.00000	0.00391
Volumetric Bid Rates		
Vaporization Demand-Related Charge (2)	0.00000	0.03062
Storage Capacity Charge (2)	0.00000	0.00391
Liquefaction	0.64110	0.64110
Vaporization	0.04184	0.04184
Rate Schedule LS-2I		
Volumetric	0.00000	0.00783
Liquefaction	0.64110	0.64110
Vaporization	0.04184	0.04184

Footnotes

(1) Shippers receiving service under these rate schedules are required to furnish fuel reimbursement in-kind at the rates specified on Sheet No. 14.

(2) Rates are daily rates computed on the basis of 365 days per year, except that rates for leap years are computed on the basis of 366 days.

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules LS-2F and LS-2I

Footnotes (Continued)

(3) Rates are also applicable to capacity release service except for short-term capacity release transactions for a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release, which are not subject to the stated maximum tariff rate. (Section 22 of the General Terms and Conditions describes how bids for capacity release will be evaluated.) The Vaporization Demand-Related Charge and Storage Capacity Charge are applicable to Replacement Shippers bidding for capacity released on a one-part volumetric bid basis.

Sheet Nos. 10 Through 12 Sheet Nos. 10 Through 12 : Effective

. RESERVED FOR FUTURE USE .

. RESERVED FOR FUTURE USE .

STATEMENT OF FUEL USE REQUIREMENTS FACTORS
FOR REIMBURSEMENT OF FUEL USE

Applicable to Transportation Service Rendered Under
Rate Schedules Contained in this Tariff, Fourth Revised Volume No. 1

The rates set forth on Sheet Nos. 5, 6, 7, 8 and 8.1 are exclusive of fuel use requirements. Shipper shall reimburse Transporter in-kind for its fuel use requirements in accordance with Section 14 of the General Terms and Conditions contained herein.

The fuel use reimbursement furnished by Shippers shall be as follows for the applicable Rate Schedules included in this Tariff:

Rate Schedule TF-1	1.85%
Rate Schedule TF-1 - Evergreen Expansion Incremental Surcharge (1)	0.50%
Rate Schedule TF-2	1.85%
Rate Schedule TI-1	1.85%
Rate Schedule TFL-1	-
Rate Schedule TIL-1	-
Rate Schedule SGS-2F	0.26%
Rate Schedule SGS-2I	0.26%
Rate Schedule LS-1	2.71%
Rate Schedule LS-2F	2.71%
Rate Schedule LS-2I	2.71%
Rate Schedule DEX-1	1.85%

The fuel use factors set forth above shall be calculated and adjusted as explained in Section 14 of the General Terms and Conditions. Fuel reimbursement quantities to be supplied by Shippers to Transporter shall be determined by applying the factors set forth above to the quantity of gas nominated for receipt by Transporter from Shipper for transportation, for injection into storage, or for deferred exchange, as applicable.

Footnote

(1) In addition to the Rate Schedule TF-1 fuel use requirements factor, the Evergreen Expansion Incremental Surcharge will apply to the quantity of gas nominated for receipt at the Sumas, SIPI or Pacific Pool receipt points under Evergreen Expansion service agreements.

RATE SCHEDULES

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RATE SCHEDULE TF-1
Firm Transportation

1. AVAILABILITY

This Rate Schedule is available as provided herein and incorporates the General Terms and Conditions to any party (hereinafter called "Shipper") for the transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Shipper desires firm service and Transporter has available capacity to render such firm service for Shipper. If at the time service is requested under this Rate Schedule, Transporter does not have capacity to receive firm transportation gas at the receipt point(s) requested for redelivery at the delivery point(s) requested, Transporter shall offer to receive firm transportation gas at other receipt point(s) where capacity may be available to enable redelivery at the delivery point(s) requested;

(b) Transporter can commence the service contemplated without need for construction of any additional pipeline facilities, other than any such new taps, valves, measurement equipment, or other facilities, such as laterals, required at the Receipt or Delivery Point(s) to effect delivery and measurement of the gas; and

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule for TF-1 (Large Customer) and TF-1 (Small Customer) service. The Service Agreement will specify the customer category, i.e., whether the Shipper is a Large Customer or Small Customer and, if the Shipper is an incremental expansion customer, whether the Shipper is a Columbia Gorge Expansion customer, a 15-Year Evergreen Expansion customer or a 25-Year Evergreen Expansion customer.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(a) TF-1 (Large Customer): All rate provisions contained in this Rate Schedule apply to TF-1 (Large Customers).

(b) TF-1 (Small Customer): A TF-1 (Small Customer) is any pipeline or distribution company which elects Rate Schedule TF-1 (Small Customer) service and whose aggregate Contract Demand, as specified in its Service Agreement(s) hereunder, is for 10,000 Dth per day or less. (A Shipper qualified to elect either the TF-1 (Small Customer) or TF-1 (Large Customer) service hereunder may change its election permanently only in connection with the filing of a general Section 4 rate case by Transporter. Transporter shall provide such Shippers with an opportunity to make such an election prior to filing such rate applications.)

(c) Capacity Release Service is service initiated pursuant to Section 22 of the General Terms and Conditions and an executed Service Agreement for Rate Schedule TF-1 (Large Customer) service.

(d) Any Rate Schedule TF-1 (Small Customer) Shipper may convert all of its service temporarily to TF-1 (Large Customer) service to participate in Transporter's Capacity Release Program without amending its service agreement, provided that such temporary conversion shall be for a minimum term of twelve calendar months. Notice of the intent to so convert temporarily to TF-1 (Large Customer) service must be given to Transporter electronically using the TF-1 (Small Customer) temporary conversion election screen available in Northwest Passage on Transporter's Designated Site at least one (1) week prior to the beginning month for which such conversion is to become effective. Shipper's temporary conversion election constitutes agreement to the temporary conversion. Any TF-1 (Small Customer) Shipper participating in a temporary conversion to TF-1 (Large Customer) service shall pay all rates and charges applicable to TF-1 (Large Customer) service

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RATE SCHEDULE TF-1
Firm Transportation
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.1(d) (Continued)

during the term of such temporary conversion, including reservation charges and surcharges applicable to such Shipper's full contract demand or such other rate to which Transporter and Shipper mutually agree, reduced as applicable by revenue credits applicable to Released Capacity. Any Rate Schedule TF-1 (Small Customer) Shipper which participates in such a temporary conversion shall be entitled to return to Rate Schedule TF-1 (Small Customer) service upon expiration of the term of the temporary conversion requested by such Shipper. However, such Shipper shall not be entitled to release its capacity rights for a term which extends beyond the term of the temporary conversion.

2.2 Transportation Components. Transportation service under this Rate Schedule, which does not include service on Designated Laterals, shall consist of:

(a) The receipt by Transporter for the account of Shipper of Shipper's gas at the Receipt Point(s) specified in the executed Service Agreement;

(b) The transportation of such gas through Transporter's pipeline system for the account of Shipper either directly or by displacement; and

RATE SCHEDULE TF-1
Firm Transportation (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) The delivery of gas in thermally equivalent quantities after transportation (less any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions) by Transporter to Shipper or for the account of Shipper at the Delivery Point(s) specified in the executed Service Agreement.

2.3 Character of Service. Transportation service rendered to Shipper under this Rate Schedule is firm up to Shipper's Contract Demand as specified in its executed Service Agreement, subject to the executed Service Agreement and the limitations of this Rate Schedule, and is not subject to curtailment or interruption except as expressly provided in the General Terms and Conditions. Transportation service rendered under this Rate Schedule in excess of Shipper's Contract Demand is not firm.

3. MONTHLY RATE(S)

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the sum of the amounts specified in this Section 3, as applicable. Only those rate provisions contained in Sections 3.2, 3.4, 3.5 and 3.7 apply to TF-1 (Small Customers).

3.1 Reservation Charge.

(a) For TF-1 (Large Customer) service, the Reservation Charge is the sum of the daily product of Shipper's Transportation Contract Demand as specified in the executed Service Agreement and the Base Tariff Reservation Charge stated on Sheet No. 5 of this Tariff that applies to the customer category identified in the Service Agreement. Unless specifically adjusted pursuant to Section 3.5 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 will apply.

For capacity release service, the Reservation Charge is the sum of the daily product of the accepted reservation charge bid

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

3. MONTHLY RATE(S) (Continued)

price which was bid by a Replacement Shipper or a Prearranged Replacement Shipper under the bidding procedures for capacity releases set forth in Section 22 of the General Terms and Conditions and the contract demand acquired by the Replacement Shipper or the Prearranged Replacement Shipper.

(b) Shipper will pay the Reservation Charges commencing with the primary term begin date set forth in the Service Agreement.

3.2 Volumetric Charge: The sum of (a) and (b) below:

(a) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the TF-1 (Large Customer) or TF-1 (Small Customer) Base Tariff Volumetric Transportation rate as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.5 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

(b) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the ACA component as set forth on Sheet No. 5 of this Tariff. This charge shall be subject to adjustment in accordance with Section 16 of the General Terms and Conditions.

3.3 Volumetric Release Charges: For Capacity Release service pursuant to Section 22 of the General Terms and Conditions which is provided under a volumetric bid rate the sum of (a), (b) and, if applicable, (c) below:

(a) The amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Replacement Shipper or Prearranged Replacement Shipper after transportation during the month, after

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

3. MONTHLY RATE(S) (Continued)

reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the accepted volumetric bid made by a Replacement Shipper or a Prearranged Replacement Shipper and by (iii) the Rate Schedule TF-1 Capacity Release Service Base Tariff Volumetric Charge, both as set forth on Sheet No. 5 of this Tariff.

(b) The amount set forth in Section 3.2 (b) hereof.

(c) If the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's or Prearranged Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) the quantity of Dth delivered by Transporter to Replacement Shipper or Prearranged Replacement Shipper under the subject Service Agreement during the month.

3.4 Additional Facility Reservation Surcharge: If additional facilities other than those specified in Section 1(b) of this Rate Schedule are required to permit continued service to a Shipper under this Rate Schedule TF-1, such Shipper will pay, in addition to all other applicable rates stated in this Section 3, a Facility Reservation Surcharge. The Facility Reservation Surcharge will be derived based on Transportation Contract Demand and the cost of service attributable to any such incremental facilities prorated over an appropriate time period as agreed to by the Shipper, until such time as a different allocation procedure is specified by Commission order. The monthly Facilities Reservation Surcharge will be the sum of the daily product of Shipper's Transportation Contract Demand as specified in the executed Service Agreement and the applicable Facility Charge specified in the Footnotes to Sheet No. 5 of this Tariff.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

3. MONTHLY RATE(S) (Continued)

3.5 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the Minimum Currently Effective Rates set forth on Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

3. MONTHLY RATE(S) (Continued)

3.6 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the maximum base tariff rate or a percentage of the maximum base tariff rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

(a) for capacity release transactions that are subject to the maximum base tariff rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new maximum base tariff rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(b) for capacity release transactions that are not subject to the maximum base tariff rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

3.7 Negotiated Rates: Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.8 Facility Reimbursement: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct receipt or delivery facilities necessary to provide service under this Rate Schedule and for Shipper to reimburse the associated costs by paying a facility reimbursement charge, the facility reimbursement charge will be set forth on Exhibit C to an executed Service Agreement.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the Reservation Charge specified in Section 3.1 of this Rate Schedule, as applicable.

5. TRANSPORTATION CONTRACT DEMAND

The Transportation Contract Demand is the maximum quantity of Gas, expressed in Dth, that Transporter is obligated to receive (exclusive of fuel reimbursement furnished in-kind pursuant to Section 14 of the General Terms and Conditions), transport and deliver for Shipper on a

RATE SCHEDULE TF-1
Firm Transportation (Continued)

5. TRANSPORTATION CONTRACT DEMAND (Continued)

firm basis on any one Gas Day, as specified in an executed Service Agreement for service under this Rate Schedule. Transporter's service obligation is limited to Shipper's Contract Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

As long as the Contract Demand, as adjusted for any capacity releases, is not exceeded, Transporter shall be obligated to receive up to Shipper's Maximum Daily Quantity (MDQ) at each Primary Receipt Point and to deliver up to Transporter's Maximum Daily Delivery Obligation (MDDO) at each Primary Delivery Point at pressures at least as great as the pressures specified in Shipper's TF-1 Service Agreement, on a firm basis, as such MDQ and MDDO are adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

The aggregate MDQ at the Primary Receipt Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Contract Demand. The aggregate MDDO at the Primary Delivery Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Contract Demand, except for those Service Agreements that have aggregate MDDOs in excess of Contract Demand as a result of the grandfathering of pre-existing conjunctive nomination rights under the sales conversion program approved in Docket No. CP92-79.

6. SCHEDULED OVERRUN TRANSPORTATION

On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand specified in the executed Service Agreement, Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

RATE SCHEDULE TF-1
Firm Transportation (Continued)

6. SCHEDULED OVERRUN TRANSPORTATION (Continued)

For Scheduled Quantities in excess of Shipper's Transportation Contract Demand, Shipper shall pay for the excess gas transportation on any such day the amounts specified below:

6.1 An amount obtained as the sum of (a) and (b):

(a) An amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the Maximum Currently Effective Scheduled Overrun Transportation rate per Dth as set forth on Sheet No. 5 of this Tariff, unless otherwise agreed to by Shipper and Transporter.

(b) An amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the sum of the applicable GRI adjustment and the ACA component as set forth on Sheet No. 5 of this Tariff. These charges shall be subject to adjustment in accordance with Sections 13 and 16 of the General Terms and Conditions.

(c) Additionally, if Shipper and Transporter have agreed to a rate other than the Currently Effective Maximum Scheduled Overrun Transportation rate, Shipper may, when nominating, electronically select an option that will automatically increase (by a stated dollar increment per dth) such rate up to the rate that will increase the likelihood of such quantities being scheduled pursuant to Section 12 of the General Terms and Conditions.

6.2 The fuel reimbursement provided for in Section 7 of this Rate Schedule.

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

(c) At the end of each calendar year, Transporter will post the Annual Deficiency Volume and the Annual Exemption Volume for each affected Constraint Point. Transporter will then compare the Annual Deficiency Volume for each affected Constraint Point to the Annual Exemption Volume for that Constraint Point. If there is an Excess Deficiency Volume for any Constraint Point, Transporter will allocate such Excess Deficiency Volume pro rata to the affected Shippers, based on Constraint Point Firm Rights during the Deficiency Period(s). Each Shipper's allocation will be the sum of its applicable Constraint Point Firm Rights for all Deficiency Periods divided by the sum of the applicable Constraint Point Firm Rights of all Shippers for those Deficiency Periods, multiplied by the Excess Deficiency Volume for a Constraint Point.

(d) Transporter will calculate reservation charge adjustments under each Service Agreement by multiplying a Shipper's allocated share of the Excess Deficiency Volume for each Constraint Point by the weighted average Base Tariff Reservation Charge paid under such Service Agreement for such Constraint Point for the Deficiency Periods during which the Service Agreement was in effect.

10.4 Payment. All reservation charge adjustments will be issued or refunds paid within 90 days from the end of the applicable calendar year.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

10.5 Sole Remedy. Reservation charge adjustments pursuant to this Section 10 are Shipper's sole remedy for damages relating to Transporter's failure to provide primary firm transportation service under Rate Schedule TF-1, unless such damages result from the negligence or willful misconduct of Transporter.

11. RECEIPT AND DELIVERY POINT FLEXIBILITY

11.1 Permanent Changes to Primary Receipt and Delivery Points. Subject to the availability provisions of this Rate Schedule, any Shipper may permanently change primary receipt or delivery points by amending Exhibit A of the Service Agreement.

11.2 Use of Alternate Receipt and Delivery Points on a Temporary Basis.

(a) All TF-1 Shippers may use any physical receipt or delivery point without amending Exhibit A of the Service Agreement. Such points will be available for the receipt or delivery of gas on a firm basis, in accordance with the scheduling priorities delineated in Section 12 of the General Terms and Conditions.

(b) Transporter shall schedule service at alternate receipt and delivery points on a daily basis pursuant to Section 14 of the General Terms and Conditions.

(c) The scheduling of service at alternate receipt or delivery points under a Service Agreement will not result in the loss of firm contract rights to a Shipper's primary receipt or delivery points as specified in the Shipper's Service Agreement.

11.3 Procedures for Requesting Permanent Receipt and Delivery Point Changes. Any Shipper who wishes to amend the primary receipt or delivery points, or the associated Maximum Daily Quantity or Maximum Daily Delivery Obligation named in Exhibit A of its Service Agreement, will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

11. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

by 1:00 p.m. Central Clock Time (12:00 noon Mountain Clock Time) four (4) business days prior to the first of the month for which the change is desired, or for changes to occur during a month, after the first of the month, two (2) business days prior to the commencement of service, unless otherwise agreed to by the parties. If Transporter determines that a receipt or delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested effective date or the date executed by Transporter, provided that such date shall not exceed fifteen days from the date of receipt of the amendment by Transporter. Notice of the resulting changes in available receipt or delivery point capacity will be posted to Transporter's Designated Site at least one (1) business day prior to implementation of such change.

Firm receipt and delivery point and associated mainline capacity will be posted to Transporter's Designated Site pursuant to Section 25.2 of the General Terms and Conditions and will be available for permanent receipt and/or delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

11.4 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 6 of this Rate Schedule.

12. CONTRACT TERM EXTENSIONS

12.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of a long-term Service Agreement, the following conditions will apply:

(a) The established rollover period will be one year.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 12.1(b) will be deemed given when posted on Transporter's Designated Site.

12.2 Standard Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a standard bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be:

(i) one day for Service Agreements with a primary term of one day;

(ii) one month for Service Agreements with a primary term of at least two days but less than one year; or

(iii) one year for Service Agreements with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) one Business Day before the termination date if Section 12.2(a)(i) applies;

(ii) ten Business Days before the termination date if Section 12.2(a)(ii) applies; or

(iii) one year before the termination date if Section 12.2(a)(iii) applies.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

(c) The termination notice required under Section 12.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

12.3 Grandfathered Unilateral Evergreen Provision. If a Shipper with a Service Agreement containing a unilateral evergreen provision elects: (i) to restate such Service Agreement in the format of the Form of Service Agreement contained in this Tariff, or (ii) to permanently release all or a portion of its firm contract rights, including its unilateral evergreen rights, to a Replacement Shipper at the Maximum Base Tariff Rate pursuant to Section 22.5 of the General Terms and Conditions, then the Exhibit A of the applicable restated or replacement Service Agreement will indicate that the following grandfathered unilateral evergreen conditions will apply:

(a) The established rollover period will be one year, at Shipper's sole option.

(b) Shipper may terminate all or any portion of service under its Service Agreement either at the expiration of the primary term, or upon any anniversary thereafter, by giving written notice to Transporter so stating at least twelve months in advance.

(c) Shipper also will have the sole option to enter into a new Service Agreement for all or any portion of the service under its Service Agreement at or after the end of the primary term of its Service Agreement. It is Transporter's and Shipper's intent that this provision provide Shipper with a "contractual right to continue such service" and to provide Transporter with concurrent pregranted abandonment of any volume that Shipper terminates within the meaning of 18 CFR 284.221(d)(2)(i) as promulgated by Order No. 636 on May 8, 1992.

(d) The termination notice required under Section 12.3(b) will be deemed given when posted on Transporter's Designated Site.

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

12.4 Extension for a Portion of Contract Rights. If a Shipper with the contractual right in its Service Agreement to extend the primary term of its Service Agreement under a contractual rollover or evergreen provision for only a portion of its firm contract rights elects to exercise such right, the aggregate MDQs and aggregate MDDOs for the extended term must be retained by the same percentage as the Contract Demand is retained. Shipper may specify the MDQs it wishes to retain at each Receipt Point and the MDDOs it wishes to retain at each Delivery Point.

13. SEGMENTATION

13.1 To the extent operationally feasible, a Shipper may temporarily segment its capacity into separate parts for its own use or for the purpose of releasing capacity to a Replacement Shipper. Transporter will respond to a Shipper's segmentation request within two business days following the request; and if the segmentation request is approved, Transporter will issue new Service Agreements for each of the segments within one hour of notification to the Shipper that the request is approved.

13.2 Transporter will permit nominations of forward hauls up to Contract Demand and backhauls up to Contract Demand to the same point at the same time for segmented capacity.

13.3 Segmentation without Capacity Release. A Shipper that wishes to segment its capacity into separate parts for its own use is subject to the same procedures as apply to the temporary capacity release of segmented capacity under Sections 22 and 23 of the General Terms and Conditions except that the Shipper's release of capacity to itself will always be non-biddable. Such transactions will be treated as temporary capacity releases with the Shipper acting as both the Releasing Shipper and the Replacement Shipper. New Service Agreements will be executed with the Shipper for all new segments. Such Shipper also is specifically subject to the following:

(a) Capacity between a Shipper's primary receipt point(s) and primary delivery point(s) may be segmented into separate Service Agreements for a Shipper's own use, provided that such segmentation is operationally feasible and provided that firm capacity is available at and between the designated points;

RATE SCHEDULE TF-1
Firm Transportation
(Continued)

13. SEGMENTATION (Continued)

(b) Contract Demand under any Service Agreement created as a result of segmentation may not exceed the Contract Demand under Shipper's Service Agreement as it existed before the segmentation; and

(c) Each Service Agreement will have a primary receipt point and a primary delivery point, but Shipper will have the right to use any available alternate receipt and delivery points on a secondary firm basis, with a scheduling priority consistent with Section 14.1(d)(i) of the General Terms and Conditions of Transporter's tariff.

13.4 Segmentation with Capacity Release. A Shipper that wishes to segment its capacity for the purpose of releasing all or part of that capacity to a Replacement Shipper is subject to the capacity release provisions of Sections 22 and 23 of the General Terms and Conditions of Transporter's tariff. New Service Agreements will be executed with the Releasing Shipper for the retained segment(s) and the Replacement Shipper for the released segment.

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RESERVED FOR FUTURE USE

RATE SCHEDULE TI-1
Interruptible Transportation

1. AVAILABILITY

This Rate Schedule is available on a first-come, first-served basis to any party (hereinafter called "Shipper") for the transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Transporter can render the service contemplated without need for construction of any additional pipeline facilities, other than such new taps, valves, measurement equipment, or other facilities, such as laterals, required at the Receipt or Delivery Point(s) to effect delivery and measurement of the gas; and

(b) Shipper and Transporter shall have executed a Service Agreement for service under this Rate Schedule.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule.

2.2 Transportation Components. Transportation service under this Rate Schedule, which does not include service on Designated Laterals, shall consist of:

(a) The receipt by Transporter for the account of Shipper of Shipper's gas at the Receipt Point(s) specified in the executed Service Agreement;

(b) The transportation of such gas through Transporter's pipeline system for the account of Shipper either directly or by displacement; and

RATE SCHEDULE TI-1
Interruptible Transportation
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) The delivery of gas in thermally equivalent quantities after transportation (less any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions) by Transporter to Shipper or for the account of Shipper at the Delivery Point(s) specified in the executed Service Agreement.

2.3 Character of Services. Transportation service rendered under this Rate Schedule is interruptible, and subject to curtailment or interruption at any time as expressly delineated in the General Terms and Conditions.

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amounts specified in this Section 3, as applicable.

3.1 Transportation Service. The sum of (a) and (b) below:

(a) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel reimbursement provided in-kind in accordance with Section 14 of the General Terms and Conditions, by (ii) the Base Tariff Interruptible Transportation rate as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.2 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

(b) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement provided in-kind in accordance with Section 14 of the General Terms and Conditions, by (ii) the ACA component as set forth on Sheet No. 5 of this Tariff. This charge shall be subject to adjustment in accordance with Section 16 of the General Terms and Conditions.

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RATE SCHEDULE TI-1
Interruptible Transportation
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) If Transporter elects to grant a temporary discount, it will do so without amending Shipper's Service Agreement. The temporary discount will be electronically granted using the Rate Schedule TI-1 Temporary Discount form available in Northwest Passage on Transporter's Designated Site. Shipper's electronic completion of the Temporary Discount form constitutes agreement by the Shipper to the discount and Transporter's electronic acceptance constitutes Transporter's granting of the discount.

(c) In completing the electronic Temporary Discount form, Shipper may select an option which will automatically increase (by a stated dollar increment per dth) the granted rate up to the rate that will increase the likelihood of such quantities being scheduled pursuant to Section 12 of the General Terms and Conditions.

RATE SCHEDULE TI-1
Interruptible Transportation
(Continued)

3. MONTHLY RATE (Continued)

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Facility Reimbursement. If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct receipt or delivery facilities necessary to provide service under this Rate Schedule and for Shipper to reimburse the associated costs by paying a facility reimbursement charge, the facility reimbursement charge will be set forth on Exhibit C to an executed Service Agreement.

4. SHIPPER'S MAXIMUM DAILY QUANTITY

The executed Service Agreement shall specify a maximum daily quantity of gas to be transported thereunder for Shipper. The maximum daily quantity refers to the quantity of gas to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

5. FUEL GAS REIMBURSEMENT

Refer to Section 14 of the General Terms and Conditions.

RATE SCHEDULE TI-1
Interruptible Transportation
(Continued)

6. SHIPPER'S ARRANGEMENTS PRIOR TO RECEIPT AND AFTER DELIVERY

Refer to Section 14 of the General Terms and Conditions.

7. RECEIPT AND DELIVERY POINT FLEXIBILITY

Transporter will allow amendments to receipt or delivery points designated in Service Agreements under this Rate Schedule. Any Shipper who wishes to amend the receipt or delivery points named in its Service Agreement will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement which implements a revised Exhibit A.

Interruptible shippers who are bumped by changes to receipt and delivery points by firm Shippers, as specified in Section 11 of Rate Schedule TF-1, shall have the right to switch receipts or deliveries on a flexible basis to any other available receipt or delivery point, consistent with the priority of service provisions contained in Section 12 and the operating conditions specified in Section 14 of the General Terms and Conditions.

Nominations for interruptible service will be honored at such receipt or delivery points consistent with the priority of service provisions contained in Section 12 of the General Terms and Conditions. The total volumes nominated for all receipt and delivery points must not exceed Shipper's maximum daily quantity, except as otherwise provided in Section 4 of this Rate Schedule.

8. EVERGREEN PROVISION

8.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as contemplated by Section 4 of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one month.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon

RATE SCHEDULE TI-1
Interruptible Transportation
(Continued)

8. EVERGREEN PROVISION (Continued)

the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 8.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except Sections 22, 23, 24 and 25 and except as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Sheet Nos. 36 Through 49 Sheet Nos. 36 Through 49 : Effective

. RESERVED FOR FUTURE USE .

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of natural gas storage service from Transporter when Shipper and Transporter have executed a Service Agreement for the storage of gas under this Rate Schedule and have arranged for the related transportation of gas to and from the Jackson Prairie Storage Project under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to firm storage gas service at the Jackson Prairie Storage Project. The executed Service Agreement for service under this Rate Schedule will specify the Shipper category, i.e., whether the Shipper is a Pre-Expansion Shipper or an Expansion Shipper. The Jackson Prairie Storage Project capacity available for this Rate Schedule will be Transporter's undivided interest as an owner in the Project, excluding any portion of such interest which may be authorized for use by Transporter for transportation balancing. Delivery of natural gas by Shipper to Transporter for injection and by Transporter to Shipper upon withdrawal shall be at the point of interconnection between the Jackson Prairie Storage Project and Transporter's main transmission line.

2.2 Storage Components. Firm storage service consists of Transporter's injection storage and withdrawal of Shipper's gas.

2.3 Character of Service. Storage gas service rendered to Shipper under this Rate Schedule, up to Shipper's Contract Demand and Storage Capacity and subject to the limitations of this Rate Schedule and the executed Service Agreement, shall be firm and shall not be subject to curtailment or interruption except as expressly provided in this Rate Schedule and in the General Terms and Conditions. Storage gas service rendered to Shipper under this Rate Schedule in excess of Shipper's Contract Demand and Storage Capacity is not firm.

2.4 Capacity Release. Shippers releasing firm storage rights shall do so in accordance with the capacity release provisions outlined in Section 22 of the General Terms and Conditions. Any such release is subject to the terms and conditions of this Rate Schedule.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amounts specified in this Section 3, as applicable.

3.1 Storage Service. The sum of (a),(b) and (c) below:

(a) Demand Charge: The sum of the daily product of Shipper's Contract Demand and the Demand Charge stated on Sheet No. 7 of this Tariff that applies to the customer category identified in the Service Agreement.

(b) Capacity Demand Charge: The sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge stated on Sheet No. 7 of this Tariff that applies to the customer category identified in the Service Agreement.

The related transportation of gas to and from the Jackson Prairie storage facility shall be subject to separate transportation charges under applicable open-access Rate Schedules. The rates set forth in the sub-paragraphs above are exclusive of the aforementioned transportation charges.

3.2 Discounted Recourse Rates. Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 7 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

3. MONTHLY RATE (Continued)

3.3 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 7. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, the Replacement Shipper will be obligated to pay:

(a) the lesser of the awarded bid rate and the new maximum base tariff rate, or the greater of the awarded bid rate and the new minimum base tariff rate, as applicable, for the remaining term of the release for capacity release transactions with a term of more than one year and where the awarded bid rate was not tied to the maximum rate as it may change from time to time;

(b) the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release for capacity release transactions with a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release and where the award bid rate was not tied to the maximum tariff rate; or

(c) the new maximum rate or, if applicable, the percentage of the new maximum rate for capacity release transactions where the awarded bid rate was tied to the maximum rate as it may change from time to time.

For capacity release service subject to demand charges, the payments by the Replacement Shipper shall be equal to the sum of the daily product of the accepted Demand Charge bid rate and the Contract Demand, plus the sum of the daily product of the accepted Capacity Demand Charge bid rate and the Storage Capacity.

For capacity release service subject to volumetric bid rates, the payments by the Replacement Shipper shall be equal to the accepted volumetric bid rate for withdrawals multiplied by the actual volumes withdrawn each day plus the accepted volumetric bid rate for storage multiplied by the actual volumes in storage each day.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

3. MONTHLY RATE (Continued)

The SGS-2F Volumetric Bid Charge will be calculated as set forth in section 3.1 herein except that (a) and (b) change as specified below:

(a) Withdrawal Charge: Per Dth of Withdrawals during the applicable month.

(b) Storage Charge: Per Dth of Shipper's Working Gas Inventory per day.

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the Demand and Capacity Demand Charges specified in Section 3 of this Rate Schedule, as applicable.

5. FUEL GAS REIMBURSEMENT

Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

6. CONTRACT DEMAND

The Contract Demand shall be the largest number of Dth Transporter is obligated to withdraw and deliver to Shipper, and Shipper is entitled to receive from Transporter, at Jackson Prairie on any one day, to the limitations set forth in Section 9 below, and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Contract Demand, as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

7. STORAGE CAPACITY

Shipper's Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to store for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity, as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

8. DEFINITIONS

8.1 A Storage Cycle is the twelve-month period beginning October 1 of any calendar year and ending September 30 of the following calendar year.

8.2 Shipper's Working Gas Inventory shall be the actual quantity of working gas in storage for Shipper's account at the beginning of any given day.

8.3 Shipper's Working Gas Quantity for a Storage Cycle shall be determined as of October 1 and shall be the lesser of:

(a) Shipper's Working Gas Inventory as of October 1, the beginning of the Storage Cycle; or

(b) The minimum quantity of Shipper's Working Gas Inventory at any time between August 31 and September 30 of the preceding Storage Cycle divided by 0.80; or

(c) The minimum quantity of Shipper's Working Gas Inventory at any time between June 30 and September 30 of the preceding Storage Cycle divided by 0.35.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm
(Continued)

8. DEFINITIONS (Continued)

In addition to the quantity calculated above, an Expansion Shipper's Working Gas Quantity will include any increases in its Storage Capacity during the current Storage Cycle.

The above method of determining Shipper's Working Gas Quantity may be modified consistent with any comparable modification under the January 15, 1998 Gas Storage Project Agreement, or superseding agreement, permitted by the Jackson Prairie Storage Project Management Committee. A Shipper's Working Gas Quantity will be adjusted for any Working Gas Quantity released as indicated on Exhibit A to a Replacement Shipper's Service Agreement.

8.4 Shipper's Available Working Gas on any day during the Storage Cycle shall be equal to Shippers' Working Gas Inventory less Shipper's Unavailable Working Gas.

8.5 Shipper's Unavailable Working Gas on any day during the Storage Cycle shall be equal to the highest level of Shipper's Working Gas Inventory during the preceding days of the current Storage Cycle less Shipper's Working Gas Quantity.

9. WITHDRAWALS OF STORAGE GAS

9.1 General Procedure. Shipper may nominate to withdraw gas on any day, specifying the quantity of gas within Shipper's Available Working Gas which it desires withdrawn under this Rate Schedule during such day. Transporter will schedule the withdrawal of the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject as necessary to confirmation of the nomination changes for the related transportation service agreement.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm
(Continued)

9. WITHDRAWALS OF STORAGE GAS (Continued)

9.2 Withdrawal Obligation. Transporter's daily withdrawal obligation shall be at 100 percent of the Shipper's Contract Demand as long as Shipper's Available Working Gas is greater than or equal to 60 percent of Shipper's Storage Capacity. On any day when Shipper's Available Working gas is less than 60 percent of Shipper's Storage Capacity, Transporter's daily withdrawal obligation shall be reduced by two percent of Shipper's Contract Demand for each one percent that Shipper's Available Working Gas is less than 60 percent of Shipper's Storage Capacity, until a minimum daily withdrawal rate equal to 10 percent of Shipper's Contract Demand is reached.

10. INJECTIONS OF WORKING GAS FOR SHIPPER'S ACCOUNT

Upon Transporter's request, Shipper shall provide written notice to Transporter prior to May 1 of each year, of the quantities of gas to be injected for the account of Shipper during the period of May 1 through September 30 of such year. Shipper may nominate to inject gas on any day, specifying the quantity of gas it desires injected under this Rate Schedule during such day, including the applicable fuel reimbursement requirements. Transporter will schedule the injection of the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject to delivery of such quantity, and shall retain any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions in addition to any fuel reimbursement required from the party under whose Service Agreement the gas is to be transported to Jackson Prairie.

11. RESERVED FOR FUTURE USE

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

12. LIMITATIONS ON INJECTIONS AND WITHDRAWALS FROM STORAGE

Shipper may Nominate gas to be injected into or withdrawn from storage for Shipper's account at any time during the year. In no event shall the balance of gas stored in Shipper's account exceed Shipper's Storage Capacity as defined under Section 6 of this Rate Schedule. Transporter will schedule available injection capacity consistent with the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions.

After the commencement of an annual Storage Cycle, withdrawals from Shipper's Available Working Gas may be replaced both to maintain deliverability and to restore the quantity available for withdrawals. Additional working gas may also be injected during the Storage Cycle; provided, however, that Shipper's Unavailable Working Gas as defined in Section 8 above shall not be available for withdrawal during the current Storage Cycle.

13. WITHDRAWALS IN EXCESS OF FIRM ENTITLEMENT (BEST-EFFORTS WITHDRAWALS)

Shipper may nominate to withdraw quantities in excess of Shipper's Contract Demand on a best-efforts basis; provided, however, that the total quantity withdrawn may not exceed the level of Shipper's Available Working Gas. Transporter may make such excess withdrawal, consistent with the priority of service provisions contained in Section 12 of the General Terms and Conditions.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

14. TRANSFER OF WORKING GAS INVENTORY

Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Working Gas Inventories to any capacity holder in the Jackson Prairie Storage facility under Rate Schedules SGS-2F, SGS-2I, and PAL. Participating Shippers must notify Transporter's Marketing Services personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Working Gas Inventory may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule SGS-2F Shipper to transfer such Shipper's Working Gas Inventory to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule SGS-2F Shipper's Working Gas Inventory account.

Transfers from a SGS-2F to SGS-2I, PAL contracts will be scheduled pursuant to the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

15. EVERGREEN PROVISION

15.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one year.

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 15.1(b) will be deemed given when posted on Transporter's Designated Site.

15.2 Standard Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a standard bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

15. EVERGREEN PROVISION (Continued)

(a) The established rollover period will be:

(i) one month for a Service Agreement with a primary term of less than one year; or

(ii) one year for a Service Agreement with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) ten Business Days before the termination date if Section 15.2(a)(i) applies; or

(ii) one year before the termination date if Section 15.2(a)(ii) applies.

(c) The termination notice required under Section 15.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

15.3 Grandfathered Unilateral Evergreen Provision. If a Shipper with a Service Agreement containing a unilateral evergreen provision elects: (i) to restate such Service Agreement in the format of the Form of Service Agreement contained in this Tariff, or (ii) to permanently release all or a portion of its firm contract rights, including its unilateral evergreen rights, to a Replacement Shipper at the Maximum Base Tariff Rate pursuant to Section 22.5 of the General Terms and Conditions, then the Exhibit A of the applicable restated or replacement Service Agreement will indicate that the following grandfathered unilateral evergreen conditions will apply:

(a) The established rollover period will be one year, at Shipper's sole option.

RATE SCHEDULE SGS-2F
Storage Gas Service - Firm (Continued)

15. EVERGREEN PROVISION (Continued)

(b) Shipper may terminate all or any portion of service under its Service Agreement either at the expiration of the primary term, or upon any anniversary thereafter, by giving written notice to Transporter so stating at least twelve months in advance.

(c) Shipper also will have the sole option to enter into a new Service Agreement for all or any portion of the service under its Service Agreement at or after the end of the primary term of its Service Agreement. It is Transporter's and Shipper's intent that this provision provide Shipper with a "contractual right to continue such service" and to provide Transporter with concurrent pregranted abandonment of any volume that Shipper terminates within the meaning of 18 CFR 284.221(d)(2)(i) as promulgated by Order No. 636 on May 8, 1992.

(d) The termination notice required under Section 15.3(b) will be deemed given when posted on Transporter's Designated Site.

16. INTERIM BEST-EFFORTS WITHDRAWAL CHARGE REVENUE CREDITING

One hundred percent (100%) of Interim Best-Efforts Withdrawal Charge revenues received by Transporter pursuant to Section 3.1 will be credited to Rate Schedule SGS-2F Pre-Expansion Shippers, excluding such Shippers receiving service under capacity release Service Agreements. For each month Transporter receives Interim Best-Efforts Withdrawal Charge revenues, credits for such revenues will be allocated to the eligible Rate Schedule SGS-2F Pre-Expansion Shippers pro rata in proportion to the Demand Charge revenues, net of credits from capacity releases as described in Section 23 of the General Terms and Conditions, received from each eligible Rate Schedule SGS-2F Pre-Expansion Shipper for that month. Such allocated monthly revenue credits will be accrued during a calendar year and reflected as credit billing adjustments on the eligible Shippers' March invoices following such calendar year.

17. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, are applicable to this Rate Schedule and are hereby made a part hereof.

. RESERVED FOR FUTURE USE .

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible

1. AVAILABILITY

This open-access Rate Schedule is available to any Shipper for the purchase of natural gas storage service from Transporter when Shipper and Transporter have executed a Service Agreement for the storage of gas under this Rate Schedule and have arranged for the related transportation of gas to and from the Jackson Prairie Storage Project under one of Transporter's Transportation Rate Schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to interruptible storage service at the Jackson Prairie Storage Project. Delivery of natural gas by Shipper to Transporter for injection and by Transporter to Shipper upon withdrawal shall be at the point of interconnection between the Jackson Prairie Storage Project and Transporter's main transmission line.

2.2 Service Components. Interruptible storage service consists of Transporter's injection, storage and withdrawal of Shipper's gas.

2.3 Character of Service. Storage gas service rendered to Shipper under this Rate Schedule shall be interruptible up to Shipper's Interruptible Storage Capacity and Maximum Withdrawal Quantity, and shall be subject to the executed Service Agreement, and the limitations of this Rate Schedule. The scheduling priorities and curtailment policy applicable to this service will be in accordance with Section 12 of the General Terms and Conditions.

If and to the extent Shipper's Working Gas Inventory cannot continue to be accommodated within the storage capacity available to Transporter, for any reason, or such utilized storage capacity is needed to meet Transporter's firm obligations under Rate Schedule SGS2F or Transporter's system balancing requirements, Transporter will notify Shipper that, within seven days of such notice, Shipper is required to reduce the level of its Working Gas Inventory existing on the day of such notice to a level specified by Transporter.

Prior to the end of any seven day period (or any extension of such period, as applicable,) Transporter may notify Shipper that it has revised the required level applicable to Shipper's Working Gas Inventory. If the new level is higher than the previously specified

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

level, the seven day period continues to apply to that portion of Shipper's Working Gas Inventory that is in excess of the revised level. If the revised level is lower than the previously specified level, requiring additional gas to be withdrawn, the seven day period applicable to the volume of Shipper's Working Gas Inventory in excess of the previously specified level is still valid but a new seven day period will apply to the volume of Shipper's Working Gas Inventory that is in excess of the newly specified level.

However, if Shipper has nominated Working Gas Inventory from the Jackson Prairie Storage Project using primary Receipt and Delivery Points under a Rate Schedule TF-1 or Rate Schedule TF-2 service agreement and Transporter is unable to provide the related transportation, then such seven day period shall be extended by one day for each day Transporter is unable to render such transportation. Transporter shall not extend the seven day period if Transporter is unable to provide the related transportation under a Rate Schedule TF-1 Service Agreement using alternate points or overrun nominations or under a Rate Schedule TI-1 Service Agreement. If Shipper fails to reduce its Working Gas Inventory to the level specified by Transporter within seven days (or any applicable extensions) of receiving notice from Transporter, then Transporter shall take title to all of Shipper's Working Gas Inventory in excess of the Working Gas Inventory level specified by Transporter, free and clear of any adverse claims.

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amount specified in this Section 3, as applicable.

3.1 Volumetric Charge. Shipper will pay Transporter for service rendered hereunder a volumetric charge in an amount equal to the sum of the daily product of Shipper's Working Gas Inventory and the Maximum Currently Effective Rate per Dth as set forth on Sheet No. 7 of this Tariff.

The related transportation of gas to and from the Jackson Prairie Storage Project shall be subject to separate transportation charges under Transporter's applicable open-access Transportation Rate Schedules. The volumetric charge set forth in this Section 3 is exclusive of the aforementioned transportation charges.

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates. Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 7 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas, such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

4. FUEL GAS REIMBURSEMENT

Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

5. DEFINITIONS

5.1 Shipper's Interruptible Storage Capacity shall be the maximum quantity of gas in Dth which Transporter may store for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper.

5.2 Shipper's Maximum Withdrawal Quantity shall be the maximum quantity of gas in Dth which Transporter may withdraw from storage for Shipper's account on a daily basis, except as provided in Section 6.1, and will be specified in the executed Service Agreement between Transporter and Shipper.

5.3 Shipper's Working Gas Inventory shall be the actual quantity of working gas in storage for Shipper's account at the beginning of any given day.

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible
(Continued)

6. WITHDRAWALS FOR SHIPPER'S ACCOUNT

6.1 General Procedure. Shipper may nominate to withdraw gas at any time during the year. Shipper may nominate to withdraw gas under this Rate Schedule on any day, specifying the quantity of gas within Shipper's Working Gas Inventory. Transporter will schedule the quantity of gas so nominated, up to Shipper's Maximum Withdrawal Quantity, subject to the limitations set forth in this Rate Schedule and subject to acceptance of such quantity by the party under whose Service Agreement the gas is to be transported. Transporter will schedule withdrawals in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.

6.2 Withdrawal Limitation. In no event shall withdrawals for a Shipper exceed the balance of gas stored in Shipper's account.

7. INJECTIONS FOR SHIPPER'S ACCOUNT

7.1 General Procedure. Shipper may nominate to inject gas at any time during the year. Shipper may nominate to inject gas under this Rate Schedule on any day, specifying the quantity of gas it desires injected, including applicable fuel reimbursement requirements. Transporter will schedule the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject to delivery of such quantity, and shall retain any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions.

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible
(Continued)

7. INJECTIONS FOR SHIPPER'S ACCOUNT (Continued)

7.2 Injection Limitation. Injections may be scheduled only to the extent that injection and storage capacity is available to Transporter which is not being utilized for Rate Schedule SGS-2F service or for Transporter's balancing requirements.

In no event shall injections result in the balance of gas stored in Shipper's account exceeding Shipper's Interruptible Storage Capacity.

8. TRANSFER OF WORKING GAS INVENTORY

Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Working Gas Inventories to any capacity holder in the Jackson Prairie Storage facility under Rate Schedule SGS-2F, SGS-2I, and PAL whose contractual rate is equal to or greater than the transferring capacity holder's contractual rate. Participating Shippers must notify Transporter's Marketing Services personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Working Gas Inventory may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule SGS-2I Shipper to transfer such Shipper's Working Gas Inventory to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule SGS-2I Shipper's Working Gas Inventory account.

RATE SCHEDULE SGS-2I
Storage Gas Service - Interruptible
(Continued)

9. EVERGREEN PROVISION

9.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one month.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 9.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

10. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions contained in this Tariff.

Sheets Nos. 66 Through 69 Sheets Nos. 66 Through 69 : Effective

. RESERVED FOR FUTURE USE .

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service

1. AVAILABILITY

This Rate Schedule is available only to those existing Shippers who (i) have contracted for Rate Schedule LS-1 liquefaction-storage service and have received authorization under Section 7(c) of the Natural Gas Act for the purchase of such service from Transporter when Shipper and Transporter have executed Service Agreements for service under this Rate Schedule, and (ii) have arranged for the related transportation of gas to and from the Plymouth LNG Facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to the liquefaction-storage gas service rendered by Transporter to Shipper under the executed Service Agreement for such service.

2.2 Service Components. Service under this Rate Schedule shall consist of the liquefaction and storage by Transporter for Shipper's account of gas transported to the LNG facility under a separate executed Service Agreement pursuant to Rate Schedules TF-1 or TI-1, the vaporization of such stored gas, and delivery to Shipper for transportation under a separate executed Service Agreement pursuant to Rate Schedules TF-1, TF-2 or TI-1. Delivery of natural gas by Shipper to Transporter for liquefaction and by Transporter to Shipper upon vaporization shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.3 Character of Service. Storage service rendered to Shipper under this Rate Schedule, within the limitations described in the Service Agreement and in Sections 7 and 8 of this Rate Schedule, shall be firm and shall not be subject to curtailment or interruption except as expressly provided in the General Terms and Conditions of Transporter's Tariff.

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service
(Continued)

3. RATE

Shipper shall pay Transporter each month for service rendered hereunder, the sum of the following amounts:

(a) Demand Charge: The sum of the daily product of Shipper's Storage Demand and the Demand Charge.

(b) Capacity Charge: The sum of the daily product of Shipper's Storage Capacity and the Capacity Charge.

(c) Liquefaction Charge: Per Dth of gas liquefied and stored for Shipper's account during the month.

(d) Vaporization Charge: Per Dth of gas vaporized and scheduled for delivery to Shipper during the month.

The unit rates shall be those as set forth from time to time in the currently effective Sheet No. 8 of this Tariff.

The related transportation of gas to and from the Plymouth LNG storage facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth above in subparagraphs (a) through (d) are exclusive of the aforementioned charges.

4. MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall consist of the sum of the Demand Charge and the Capacity Charge specified in Section 3 of this Rate Schedule.

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service
(Continued)

5. FUEL GAS REIMBURSEMENT

Upon liquefaction of Shipper's gas, Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

6. DEFINITIONS

6.1 Storage Demand Volume. The Storage Demand Volume shall be the largest number of Dth Transporter is obligated to vaporize for, and Shipper is entitled to receive from, Transporter's liquefied natural gas storage plant under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the executed Service Agreement between Transporter and Shipper.

6.2 Storage Capacity Volume. The Storage Capacity Volume shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper.

6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.

6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service (Continued)

6. DEFINITIONS (Continued)

6.6 Nominated Storage Volume. Shipper's Nominated Storage Volume shall be the quantity of gas in Dth, up to Shipper's Storage Capacity Volume, which Shipper nominates to have liquefied and stored in liquid form by Transporter for Shipper's account and shall be provided to Transporter in writing on or before April 1 of each year. In the event that Shipper does not submit a storage volume nomination by April 1, Shipper's Nominated Storage Volume for the Liquefaction Period shall be Shipper's Storage Capacity Volume. Shipper upon ten (10) days written notice to Transporter may elect to change its Nominated Storage Volume during the liquefaction period. Such change shall not reduce the Nominated Storage Volume below Shipper's Storage Capacity Balance at the time of election.

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a liquefaction period, Shipper is entitled to Nominate for liquefaction and storage sufficient quantities of gas to fill Shipper's Storage Capacity Volume. Such Nominations shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Nominated Storage Volume (except for the last day of liquefaction) until Shipper's Storage Capacity Balance is equal to Shipper's Nominated Storage Volume. In addition, Transporter may schedule the liquefaction period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity Volume.

The tender by Shipper to Transporter shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under an executed Service Agreement for liquefaction and storage.

If posted as available, Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper. Such liquefaction will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service
(Continued)

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

8.1 General Procedure. When Shipper desires the vaporization of gas on any day during the Vaporization Period, it shall submit a nomination to Transporter, specifying the volume of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the volume of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.

8.2 Daily Vaporization in Excess of Shipper's Storage Demand Volume. Shipper may submit a nomination for quantities in excess of Shipper's Storage Demand Volume specified in the executed scheduled overrun service agreement and Transporter will schedule such excess in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.

8.3 Vaporization During a Liquefaction Period. If posted as available, Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and for transportation to Shipper on any day during the liquefaction period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

RATE SCHEDULE LS-1
Liquefaction-Storage Gas Service
(Continued)

9. EVERGREEN PROVISION

9.1 Grandfathered Unilateral Evergreen Provision. For Service Agreements under this Rate Schedule, the following grandfathered unilateral evergreen conditions will apply:

(a) The established rollover period will be one year, at Shipper's sole option.

(b) Shipper may terminate all or any portion of service under its Service Agreement either at the expiration of the primary term, or upon any anniversary thereafter, by giving written notice to Transporter so stating at least twelve months in advance.

(c) Shipper also will have the sole option to enter into a new Service Agreement for all or any portion of the service under its Service Agreement at or after the end of the primary term of its Service Agreement. It is Transporter's and Shipper's intent that this provision provide Shipper with a "contractual right to continue such service" and to provide Transporter with concurrent pregranted abandonment of any volume that Shipper terminates within the meaning of 18 CFR 284.221(d)(2)(i) as promulgated by Order No. 636 on May 8, 1992.

(d) The termination notice required under Section 8.1(b) will be deemed given when posted on Transporter's Designated Site.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, are applicable to this Rate Schedule and are hereby made a part hereof.

Sheet Nos. 76 Through 79 Sheet Nos. 76 Through 79 : Effective

. RESERVED FOR FUTURE USE .

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of a liquefaction-storage gas service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and have arranged for the related transportation of gas to and from the Plymouth LNG storage facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to the firm liquefaction-storage gas service rendered by Transporter to Shipper under the executed Service Agreement for such service.

2.2 Storage Service Components. Storage service under this Rate Schedule shall consist of the liquefaction and storage by Transporter for Shipper's account of gas transported to the LNG facility under a separate executed Service Agreement, the vaporization of such stored gas, and delivery to Shipper for transportation. Delivery of natural gas by Shipper to Transporter for liquefaction and by Transporter to Shipper upon vaporization shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.3 Character of Service. Service rendered to Shipper under this Rate Schedule, within the limitations described in the Service Agreement and in Sections 7 and 8 of this Rate Schedule, shall be firm and shall not be subject to curtailment or interruption except as provided in Sections 9, 10, 12, and 14 of the General Terms and Conditions.

2.4 Capacity Release. Shippers releasing firm storage rights shall do so in accordance with the capacity release provisions outlined in Section 22 of the General Terms and Conditions. Any such release is subject to the terms and conditions of this rate schedule and may require a transfer of working gas inventory as specified in Section 9 of this Rate Schedule.

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the sum of the amounts specified in this Section 3, as applicable.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm (Continued)

3. MONTHLY RATE (Continued)

3.1 Storage Service. The sum of (a) through (d) below:

(a) Demand Charge: The sum of the daily product of Shipper's Storage Demand and the Demand Charge.

(b) Capacity Demand Charge: The sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge.

(c) Liquefaction Charge: Per Dth of gas liquefied and stored for Shipper's account during the month.

(d) Vaporization Charge: Per Dth of gas vaporized and scheduled for delivery to Shipper during the month.

The unit rates shall be those as set forth from time to time in the currently effective Sheet No. 8.1 of this Tariff.

3.2 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the maximum base tariff rate or a percentage of the maximum base tariff rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

(a) for capacity release transactions that are subject to the maximum base tariff rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new maximum base tariff rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(b) for capacity release transactions that are not subject to the maximum base tariff rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm (Continued)

3. MONTHLY RATE (Continued)

For capacity release service subject to demand charges, the payments by the Replacement Shipper, in addition to the Liquefaction and Vaporization Charges, shall be equal to the sum of the daily product of the awarded Demand Charge bid rate and the Storage Demand, plus the sum of the daily product of the awarded Capacity Demand Charge bid rate and the Storage Capacity.

For capacity release service subject to volumetric bid rates, the payments by the Replacement Shipper, in addition to the Liquefaction and Vaporization Charges, shall be equal to the awarded volumetric bid vaporization demand-related charge multiplied by the volumes delivered to Shipper each day plus the awarded volumetric bid storage capacity charge multiplied by Shipper's Storage Capacity Balance each day.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

3. MONTHLY RATE (Continued)

3.3 Discounted Recourse Rates. Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 8.1 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas, such as volumes of gas liquefied and injected, vaporized and withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas liquefied and injected, vaporized and withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.5 Transportation Charges. The related transportation of gas to and from the Plymouth LNG storage facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth in sub-paragraphs 3.1 through 3.4 are exclusive of the aforementioned transportation charges.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the Demand Charge and the Capacity Demand Charge specified in Section 3 of this Rate Schedule.

5. FUEL GAS REIMBURSEMENT

Upon liquefaction of Shipper's gas, Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

6. DEFINITIONS

6.1 Storage Demand Volume. The Storage Demand Volume shall be the largest number of Dth Transporter is obligated to vaporize for, and Shipper is entitled to receive from, Transporter's liquefied natural gas storage plant under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.2 Storage Capacity Volume. The Storage Capacity Volume shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.

6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

6.6 Nominated Storage Volume. Shipper's Nominated Storage Volume shall be the quantity of gas in Dth, up to Shipper's Storage Capacity Volume, which Shipper nominates to have liquefied and stored in liquid form by Transporter for Shipper's account and shall be provided to Transporter in writing on or before April 1 of each year. In the event that Shipper does not submit a storage volume nomination by April 1, Shipper's Nominated Storage Volume for the Liquefaction Period shall be Shipper's Storage Capacity Volume. Shipper, upon ten (10) days written notice to Transporter, may elect to change its Nominated Storage Volume during the liquefaction period. Such change shall not reduce the Nominated Storage Volume below Shipper's Storage Capacity Balance at the time of election.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a liquefaction period, Shipper may nominate sufficient quantities of gas to fill Shipper's Storage Capacity Volume. Such nominations shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Nominated Storage Volume (except for the last day of liquefaction) until Shipper's Storage Capacity Balance is equal to Shipper's Nominated Storage Volume. In addition, Transporter may schedule the liquefaction period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity Volume.

Nominations shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under an executed Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper.

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

8.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the quantity of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the quantity of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.

8.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions. Shipper may request a change in the daily quantity scheduled for

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)

vaporization during the Intraday 1 and Intraday 2 Nomination Cycles pursuant to Section 14.1 of the General Terms and Conditions.

8.3 Daily Vaporization in Excess of Shipper's Storage Demand Volume. Shipper may Nominate a quantity of gas in excess of Shipper's Storage Demand Volume and Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Term and Conditions.

8.4 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the liquefaction period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

9. TRANSFER OF WORKING GAS INVENTORY

Shippers subject to this Rate Schedule and to Rate Schedule L-2I may agree to transfer their respective Working Gas Inventories among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, at least 48 hours prior to the beginning of the gas day in which such transfer will occur. Transfers of Working Gas Inventory may not result in any given Shipper taking title to Working Gas Inventory volumes that exceed such Shipper's contracted Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

10. EVERGREEN PROVISION

10.1 Five Year Notice Unilateral Evergreen Provision. If Transporter and Shipper agree to include a five year notice unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one year.

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 10.1(b) will be deemed given when posted on Transporter's Designated Site.

10.2 One Year Notice Unilateral Evergreen Provision. For a Service Agreement that has a primary term of at least 15 years, Transporter and Shipper may agree to include a one year notice unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, in which case the following conditions will apply:

(a) The established rollover period will be one year.

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least one year before the termination date.

(c) The termination notice required under Section 10.2(b) will be deemed given when posted on Transporter's Designated Site.

10.3 Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

RATE SCHEDULE LS-2F
Liquefaction-Storage Gas Service - Firm
(Continued)

10. EVERGREEN PROVISION (Continued)

(a) The established rollover period will be:

(i) one month for a Service Agreement with a primary term of less than one year; or

(ii) one year for a Service Agreement with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) ten Business Days before the termination date if Section 10.3(a)(i) applies; or

(ii) one year before the termination date if Section 10.3(a)(ii) applies.

(c) The termination notice required under Section 10.3(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

. RESERVED FOR FUTURE USE .

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of a liquefaction-storage gas service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and have arranged for the related transportation of gas to and from the Plymouth LNG storage facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to the interruptible liquefaction-storage gas service rendered by Transporter to Shipper under the executed Service Agreement for such service.

2.2 Storage Components. Service under this Rate Schedule shall consist of the liquefaction and storage by Transporter for Shipper's account of gas transported to the LNG facility under a separate executed Service Agreement and the vaporization of such stored gas, and delivery to Shipper for transportation. Delivery of natural gas by Shipper to Transporter for liquefaction and by Transporter to Shipper upon vaporization shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.3 Character of Service. Service rendered to Shipper under this Rate Schedule, up to Shipper's Storage Capacity and Maximum Withdrawal Quantity shall be interruptible and shall be subject to curtailment or interruption as provided herein and in the General Terms and Conditions.

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates. Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 8.1 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas, such as volumes of gas liquefied and injected, vaporized and withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas liquefied and injected, vaporized and withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Transportation Charges. The related transportation of gas to and from the Plymouth LNG storage facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth in sub-paragraphs 3.1 and 3.3 are exclusive of the aforementioned transportation charges.

4. FUEL GAS REIMBURSEMENT

Upon liquefaction of Shipper's gas, Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible
(Continued)

5. DEFINITIONS

5.1 Maximum Withdrawal Quantity. The Maximum Withdrawal Quantity shall be the largest number of Dth Transporter may vaporize for, and Shipper may receive from, Transporter's liquefied natural gas storage plant under this Rate Schedule on any one day, subject to the limitations described in Section 7 of this Rate Schedule, and shall be specified in the executed Service Agreement between Transporter and Shipper.

5.2 Storage Capacity Volume. The Storage Capacity Volume shall be the maximum quantity of gas in Dth which Transporter may liquefy and store in liquid form for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper.

5.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.

5.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

5.5 Working Gas Inventory. Shipper's Working Gas Inventory at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

5.6 Nominated Storage Volume. Shipper's Nominated Storage Volume shall be the quantity of gas in Dth, up to Shipper's Storage Capacity Volume, which Shipper nominates to have liquefied and stored in liquid form by Transporter for Shipper's account and shall be provided to Transporter in writing on or before April 1 of each year. Shipper upon ten (10) days written notice to Transporter may elect to change its Nominated Storage Volume during the liquefaction period. Such change shall not reduce the Nominated Storage Volume below Shipper's Working Gas Inventory at the time of election.

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a liquefaction period, Shipper may tender to Transporter for liquefaction and storage sufficient quantities of gas to fill Shipper's Storage Capacity Volume, subject to Transporter's obligations to provide firm storage services under Rate Schedules LS- and LS-F. Such tenders shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Nominated Storage Volume (except for the last day of liquefaction) until Shipper's Storage

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible
(Continued)

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT (Continued)

Capacity Balance is equal to Shipper's Nominated Storage Volume. In addition, Transporter may schedule the liquefaction period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity Volume.

The tender by Shipper to Transporter shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under an executed Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper, subject to Transporter's obligations to provide firm storage services under Rate Schedules LS-1 and LS-2F.

7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

7.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the volume of gas. Transporter will schedule the volume of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule and subject to Transporter's obligations to provide firm storage service under Rate Schedules LS-1 and LS-2F.

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible
(Continued)

7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)

7.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions. Shipper may request a change in the daily quantity scheduled for vaporization during the Intraday 1 and Intraday 2 Nomination Cycles pursuant to Section 14.1 of the General Terms and Conditions.

7.3 Daily Vaporization in Excess of Shipper's Storage Demand Volume. If Shipper desires vaporization in excess of its Storage Demand Volume, Shipper and Transporter may mutually agree to amend the Executed Service Agreement to increase the applicable quantity.

7.4 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the liquefaction period. However, such vaporization and delivery will be subject to the priority of service and curtailment policy in Section 12 of the General Terms and Conditions.

RATE SCHEDULE LS-2I
Liquefaction-Storage Gas Service - Interruptible
(Continued)

8. TRANSFER OF WORKING GAS INVENTORY

Shippers subject to this Rate Schedule and to Rate Schedule LS-2F may agree to transfer their respective Working Gas Inventories among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, at least 48 hours prior to the beginning of the gas day in which such transfer will occur. Transfers of Working Gas Inventory may not result in any given Shipper taking title to Working Gas Inventory volumes that exceed such Shipper's contracted Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

9. EVERGREEN PROVISION

9.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one month.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 9.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Sheet No. 96 Through 99 Sheet No. 96 Through 99 : Effective

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RATE SCHEDULE TF-2
Firm Redelivery Transportation

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Shipper") for firm Redelivery Transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Shipper desires firm service and Transporter has available capacity to render such firm service for Shipper;

(b) Transporter can commence the service contemplated without need for construction of any additional pipeline facilities, other than any such new taps, valves, measurement equipment, or other facilities, such as laterals, required at the Receipt Point or Delivery Point(s) to effect delivery and measurement of the gas;

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and

(d) Shipper has a service agreement for storage service at a storage facility described in Section 10.1, below, or is an owner with storage rights in such storage facility, which will be the source of the quantities redelivered hereunder.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule. Shipper shall execute a separate Service Agreement for Redelivery Transportation from each Eligible Storage Facility Receipt Point to the delivery point(s) requested.

2.2 Character of Service. Redelivery Transportation rendered to Shipper under this Rate Schedule, up to Shipper's Contract Demand and subject to the limitations of this Rate Schedule and the executed Transportation Service Agreement, will be firm and will not be subject to curtailment except as expressly provided in the General Terms and Conditions. Redelivery Transportation rendered to Shipper under this Rate Schedule in excess of Shipper's Contract Demand is not firm.

RATE SCHEDULE TF-2
Firm Redelivery Transportation
(Continued)

3. MONTHLY RATE(S)

2.3 Capacity Release Service. Capacity Release Service is service initiated pursuant to Section 22 of the General Terms and Conditions and an executed Service Agreement for Rate Schedule TF-2 service.

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the sum of the amounts specified in this Section 3, as applicable.

3.1 Reservation Charge:

(a) The sum of the daily product of Shipper's Monthly Billing Quantity as specified in the executed Service Agreement and the reservation charge unit rate which is stated on Sheet No. 5 of this Tariff. The Monthly Billing Quantity shall be determined for each Shipper and Service Agreement as specified in Section 6 herein. Unless specifically adjusted pursuant to Section 3.3 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 will apply.

For capacity release service, the Reservation Charge is the sum of the daily product of the accepted reservation charge bid price which was bid by a Replacement Shipper or a Prearranged Replacement Shipper under the bidding procedures for capacity releases set forth in Section 22 of the General Terms and Conditions and the Monthly Billing Quantity applicable to the Replacement Shipper or the Prearranged Replacement Shipper.

(b) Shipper shall commence payment of the Reservation Charges on the later of the effective date of the Service Agreement, the receipt of all necessary regulatory approvals, or the date the facilities necessary for firm service under this Rate Schedule are placed in service, unless otherwise agreed to by the parties.

3.2 Volumetric Charge: An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the Currently Effective Volumetric Transportation rate, as applicable, as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.3 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

3.3 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

3.4 Volumetric Release Charges: For Capacity Release service pursuant to Section 22 of the General Terms and Conditions which is provided under a volumetric bid rate the sum of (a), (b) and, if applicable, (c) below:

(a) The amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Replacement Shipper or Prearranged Replacement Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the accepted volumetric bid made by a Replacement Shipper or a Prearranged Replacement Shipper not to exceed the maximum Rate Schedule TF-2 Volumetric Bid Reservation Charge as set forth on Sheet No. 5 of this Tariff.

(b) The amount set forth in Section 3.2 hereof.

(c) If the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's or Prearranged Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) the quantity of Dth delivered by Transporter to Replacement Shipper or Prearranged Replacement Shipper under the subject Service Agreement during the month.

3.5 Annual Overrun Charge: In addition to any other charges applicable to Redelivery Transportation services pursuant to this Section 3, each Shipper receiving Redelivery Transportation service shall pay Annual Overrun Charges to the extent that the quantity of Dth transported for Shipper, after reduction for fuel use reimbursement furnished in kind, during any twelve-month period ending September 30 is greater than Shipper's Annual Contract Quantity as defined in Section 6 herein. Each month Transporter shall determine the period-to-date quantity of Dth transported for Shipper and shall bill an annual overrun charge to Shipper if the quantity transported on a cumulative basis has exceeded the Annual Contract Quantity, but only to the extent that such overrun charges have not already been billed to Shipper during a prior month. The overrun charge billed during any month shall be the product of such previously unbilled overrun quantity in Dth and the per unit Annual Overrun Charge rate set forth on Sheet No. 5 of this Tariff.

3.6 Daily Overrun Transportation Charge: For any Scheduled Quantities in excess of Shipper's Transportation Contract Demand, as described in Sections 5 and 7, Shipper shall pay

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

for the excess gas transported on any such day an amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the Maximum Currently Effective Scheduled Daily Overrun Transportation rate per Dth as set forth on Sheet No. 5 of this Tariff, unless otherwise agreed to by Shipper and Transporter.

Any Shipper receiving daily overrun transportation service shall also be responsible for the fuel reimbursement provided for in Section 13 of this Rate Schedule.

3.7 Negotiated Rates: Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in Sections 3.1, 3.2 and 3.3 of this Rate Schedule.

3.8 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the maximum base tariff rate or a percentage of the maximum base tariff rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

(a) for capacity release transactions that are subject to the maximum base tariff rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new maximum base tariff rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(b) for capacity release transactions that are not subject to the maximum base tariff rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

3.9 Facility Reimbursement: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct receipt or delivery facilities necessary to provide service under this Rate Schedule and for Shipper to reimburse the associated costs by paying a facility reimbursement charge, the facility reimbursement charge will be set forth on Exhibit C to an executed Service Agreement.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the Reservation Charge specified in Section 3.1 of this Rate Schedule, as applicable.

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

6. ANNUAL CONTRACT QUANTITY AND MONTHLY BILLING QUANTITY

6.1 Annual Contract Quantity: The Annual Contract Quantity is a quantity in Dth set forth in each executed Service Agreement and, as adjusted for any capacity releases pursuant to Section 22 of the General Terms and Conditions, represents the quantity of transportation service which each Shipper may receive during each twelve-month period ending September 30 without being subject to the Annual Overrun Charges described in Section 3.5 herein. A Shipper's Annual Contract Quantity initially may not be less than such Shipper's Storage Capacity specified in the related firm storage Service Agreement initiated pursuant to any storage service rate schedule contained in this Tariff (or in the tariff of any third party providing storage services to Shipper) or such Shipper's related entitlement to firm storage capacity as an owner in the storage facility. Subsequent increases in such Shipper's Storage Capacity or ownership rights to firm storage capacity will not require corresponding changes to the related Annual Contract Quantity.

The Annual Contract Quantity may be increased at any time, subject to availability of capacity, but may only be decreased due to permanent releases of capacity pursuant to Section 22.5 of the General Terms and Conditions or in connection with the filing of a general Section 4 rate case by Transporter. Transporter shall provide Shippers with an opportunity to make such an election prior to filing such rate applications.

6.2 Monthly Billing Quantity: The Monthly Billing Quantity is a quantity in Dth set forth in each executed Service Agreement and represents the quantity used by Transporter to bill the Reservation Charges specified in Section 3.1 to each Shipper. The Monthly Billing Quantity for each Service Agreement shall be derived as follows: (i) Shipper's Annual Contract Quantity is divided by Contract Demand, resulting in Equivalent Days of Service, (ii) Equivalent Days of Service is divided by 365 days to derive the Days of Service Factor, and (iii) the Days of Service Factor is multiplied by Shipper's Contract Demand to derive the Monthly Billing Quantity.

RATE SCHEDULE TF-2
Firm Redelivery Transportation
(Continued)

7. SCHEDULED OVERRUN TRANSPORTATION

On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand or Annual Contract Quantity specified in the executed Service Agreement, Transporter will schedule such excess quantities in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions of Transporter's Tariff.

RATE SCHEDULE TF-2
Firm Redelivery Transportation
(Continued)

8. CREDITING OF ANNUAL OVERRUN CHARGES

8.1 General. To the extent that Transporter receives annual overrun charges as specified in Section 3.5 associated with services provided under this Rate Schedule, Transporter shall credit one hundred (100) percent of such revenues to its eligible firm transportation Shippers as further described below.

8.2 Applicability. Revenue credits from Annual Overrun Charges received by Transporter shall be provided to Transporter's Rate Schedules TF-1 (Large Customers) and TF-2 Shippers (applicable firm Shippers), excluding Shippers receiving service at a discounted firm transportation rate or under a Capacity Release Service Agreement.

8.3 Timing of Credits. Within 30 days after the accounting closing for September of each year, Transporter shall determine the total amount of the applicable Rate Schedule TF- Annual Overrun Charge revenues received during the twelve-month period ending September 30 of such year and the distribution of the revenue credits due to eligible Shippers as described below. Such revenue credits shall be reflected as a credit billing adjustment to the next invoices rendered to the eligible Shippers. In the event that such credit billing adjustment would result in a credit total invoice to any Shipper, Transporter will refund the excess credit billing adjustment to the Shipper in cash within 15 days after determination of the amount of the credit due to the Shipper.

8.4 Exclusion. Revenue credits shall not be awarded for that portion of revenues associated with Annual Overrun volumes that relate to the recovery, by Transporter, of volumetric transportation charges.

8.5 Distribution Method. The revenue credits shall be credited to each eligible Shipper on a pro-rata basis in proportion to the reservation revenues received during the twelve-month period ending September 30 of the applicable year from each applicable firm Shipper divided by the total reservation revenues received from all applicable firm Shippers for the same period. Such reservation revenues shall include the reservation charges which the applicable firm Shippers pay prior to the distribution of all revenue credits, but excluding reservation charges applicable to capacity which was released into Transporter's capacity release program during the twelve-month period ending September 30 of the applicable year.

RATE SCHEDULE TF-2
Firm Redelivery Transportation
(Continued)

8. CREDITING OF ANNUAL OVERRUN CHARGES (Continued)

8.6 Interest. Transporter shall pay interest to Shippers if the revenue credits specified herein are not distributed in a timely manner as specified in Section 8.3, above. Such interest shall be calculated based upon the rate of interest specified in Section 154.501(d) of the Commission's regulations.

9. RECEIPT AND DELIVERY POINT FLEXIBILITY

9.1 Permanent Changes to Primary Delivery Points. Subject to the availability provisions of this Rate Schedule and Section 9.4 below, any Shipper may permanently change primary delivery points by amending Exhibit A of the Service Agreement.

9.2 Receipt Point Changes. Any Shipper electing to receive Rate Schedule TF-2 service shall not be entitled to change primary receipt points. Rate Schedule TF-2 Shippers shall not be entitled to utilize the alternate receipt point provisions described in Section 11 of Rate Schedule TF-1, nor shall any Replacement Shipper or Prearranged Replacement Shipper be entitled to change the primary receipt point.

9.3 Use of Alternate Delivery Points on a Temporary Basis.

(a) All TF-2 Shippers may use any physical delivery point without amending Exhibit A of the Service Agreement. Such points will be available for the delivery of gas on a firm basis, with a scheduling priority superior to interruptible, balancing and overrun transportation service requested through the affected points, but inferior to firm service requested by Shippers using such points as primary delivery points.

(b) Transporter shall schedule service at alternate delivery points on a daily basis pursuant to Section 14 of the General Terms and Conditions.

(c) The scheduling of service at alternate delivery points under a Service Agreement will not result in the loss of firm contract rights to a Shipper's primary delivery points as specified in the Shipper's Service Agreement.

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

9. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

9.4 Procedures for Requesting Permanent Delivery Point Changes. Any Shipper who wishes to amend only the primary delivery points or the associated Maximum Daily Delivery Obligation named in Exhibit A of its Service Agreement will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement by 1:00 pm Central Clock Time (noon Mountain Clock Time) four (4) business days prior to the first of the month for which the change is desired, or for changes to occur during a month, after the first of the month, two (2) business days prior to the commencement of service, unless otherwise agreed to by the parties. If Transporter determines that a delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested service date or the date executed by Transporter, provided that such date shall not exceed fifteen days from receipt of the amendment by Transporter. Notice of the resulting changes in available delivery point capacity will be posted to Transporter's Designated Site at least one (1) business day prior to implementation of such change.

Firm delivery point and mainline capacity will be posted pursuant to Section 25.2 of the General Terms and Conditions and will be available for permanent delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

9.5 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 7 of this Rate Schedule.

10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS

10.1 Eligible Storage Facility Receipt Points. Transportation service provided under this Rate Schedule shall be only for transportation from an Eligible Storage Facility Receipt Point to the delivery point(s) specified in the Service Agreement. An Eligible Storage Facility Receipt Point is a mainline receipt point at which any storage facility is connected to Transporter's system by a pipeline or other facilities installed solely to make that connection or at which any storage facility located in the service area of any of Transporter's on-system local distribution customers accesses Transporter's system.

RATE SCHEDULE TF-2
Firm Redelivery Transportation
(Continued)

10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS (Continued)

10.2 Service Requests. Requests for service shall be made pursuant to the procedures contained in Section 28 of the General Terms and Conditions. Transporter shall be entitled to deny transportation service under this Rate Schedule if, in Transporter's sole discretion, Transporter does not have the capacity to provide the firm Redelivery Transportation services requested from any storage facility without adding mainline transmission facilities.

11. MAXIMUM DAILY DELIVERY OBLIGATIONS

Transporter shall not be obligated on any day to transport from the Plymouth LNG storage facility a volume of gas for Shipper which, in conjunction with other services by Transporter for Shipper under any other firm rate schedule included in this Tariff, shall be in excess of the capacity of Transporter's facilities. Transporter shall aggregate the maximum daily delivery obligations, not to exceed contract demand, under all firm rate schedules included in this Tariff in determining the capacity of Transporter's facilities at delivery points to accommodate both transportation redeliveries of gas originating from the Plymouth LNG storage facility and other firm services under all other firm rate schedules.

Transporter will preserve Shippers' historical conjunctive billing flexibility and will not degrade the redelivery transportation service related to Rate Schedule TF-2 services which originated from conversions of the redelivery component of Rate Schedule LS-1 services to this Rate Schedule TF-2.

12. FUEL GAS REIMBURSEMENT AND BTU BALANCING

Refer to Section 14 of the General Terms and Conditions.

13. SHIPPER'S ARRANGEMENTS PRIOR TO RECEIPT AND AFTER DELIVERY

Refer to Section 14 of the General Terms and Conditions.

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

14. EVERGREEN PROVISION

14.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one year.

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 14.1(b) will be deemed given when posted on Transporter's Designated Site.

14.2 Standard Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a standard bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be:

(i) one month for Service Agreements with a primary term of less than one year; or

(ii) one year for Service Agreements with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) ten Business Days before the termination date if Section 14.2(a)(i) applies; or

(ii) one year before the termination date if Section 14.2(a)(ii) applies.

(c) The required termination notice under Section 14.2(b) will be deemed given when posted on Transporter's Designated Site. If

RATE SCHEDULE TF-2
Firm Redelivery Transportation (Continued)

14. EVERGREEN PROVISION (Continued)

Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

14.3 Grandfathered Unilateral Evergreen Provision. If a Shipper with a Service Agreement containing a unilateral evergreen provision elects: (i) to restate such Service Agreement in the format of the Form of Service Agreement contained in this Tariff, or (ii) to permanently release all or a portion of its firm contract rights, including its unilateral evergreen rights, to a Prearranged Replacement Shipper at the Maximum Base Tariff Rate pursuant to Section 22.5 of the General Terms and Conditions, then the Exhibit A of the applicable restated or replacement Service Agreement will indicate that the following grandfathered unilateral evergreen conditions will apply:

(a) The established rollover period will be one year, at Shipper's sole option.

(b) Shipper may terminate all or any portion of service under its Service Agreement either at the expiration of the primary term, or upon any anniversary thereafter, by giving written notice to Transporter so stating at least twelve months in advance.

(c) Shipper also will have the sole option to enter into a new Service Agreement for all or any portion of the service under its Service Agreement at or after the end of the primary term of its Service Agreement. It is Transporter's and Shipper's intent that this provision provide Shipper with a "contractual right to continue such service" and to provide Transporter with concurrent pregranted abandonment of any volume that Shipper terminates within the meaning of 18 CFR 284.221(d)(2)(i) as promulgated by Order No. 636 on May 8, 1992.

(d) The termination notice required under Section 14.3(b) will be deemed given when posted on Transporter's Designated Site.

15. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except Sections 13 and 16 and as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Sheet Nos. 112 Through 114 Sheet Nos. 112 Through 114 : Effective

. RESERVED FOR FUTURE USE .

RATE SCHEDULE DEX-1
Deferred Exchange of Storage Gas

1. AVAILABILITY

This Rate Schedule is available as provided herein to any party (Shipper) for the deferred exchange of natural gas in storage under the following conditions:

(a) Shipper has Working Gas Inventory in the Target Storage Facility;

(b) Transporter needs to increase the quantity of gas available to it for system balancing in the Target Storage Facility; and

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to the deferred exchange of storage gas, consisting of the in-ground transfer by Shipper to Transporter of some or all of Shipper's Working Gas Inventory in the Target Storage Facility and the delivery by Transporter to Shipper during a future time period of the Deferred Exchange Quantity at the Deferred Exchange Storage Facility. At Shipper's option, Transporter will deliver the Deferred Exchange Quantity either by performing an in-ground transfer to Shipper's account in the Deferred Exchange Storage Facility or by making the Deferred Exchange Quantity available to Shipper at the Deferred Exchange Storage Facility receipt point on Transporter's system.

2.2 Character of Service. Service rendered to Shipper under this Rate Schedule will be firm up to Shipper's Deferred Exchange Quantity and shall not be subject to curtailment except as expressly provided in the General Terms and Conditions. Rate Schedule DEX-1 service will be offered when Transporter, in its sole discretion, determines that it needs to increase the level of storage gas available to it for system balancing at the Target Storage Facility in order to enhance or maintain the operational integrity of its system. Service rendered under this Rate Schedule in excess of Shipper's Deferred Exchange Quantity is not firm.

RATE SCHEDULE DEX-1
Deferred Exchange of Storage Gas (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service. (Continued)

Transporter will notify Shippers of its desire to provide Rate Schedule DEX-1 service by posting the following information on its Internet web site for a minimum period of 24 hours:

(a) the Target Storage Facility;

(b) the quantity of gas in Dth that Transporter wishes to acquire;

RATE SCHEDULE DEX-1
Deferred Exchange of Storage Gas (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) the date by which Shipper must transfer its storage gas to Transporter;

(d) the Deferred Exchange Storage Facility;

(e) the Deferred Exchange Period; and

(f) the Daily Delivery Quantity.

Interested Shippers may submit bids for any quantity, up to the lesser of Shipper's Working Gas Inventory in the Target Storage Facility or the quantity posted. Unless Transporter has specified in its posting that it is willing to accept Negotiated Rate bids, the rate bid cannot exceed the Maximum Currently Effective Deferred Exchange Rate for service under Rate Schedule DEX-1 as set forth on Sheet No. 6 of this Tariff. If the aggregate quantity bid by all Shippers exceeds the quantity posted, service will be awarded pursuant to the priority of service provisions in Section 12 of the General Terms and Conditions.

If applicable, Negotiated Rate bids will be evaluated in accordance with Section 19.3 of the General Terms and Conditions.

3. RATE

Shipper will pay Transporter a total amount equal to the product of the Deferred Exchange Quantity and the rate per Dth that Shipper has bid, plus applicable surcharges. Transporter will submit an invoice to Shipper for the total amount owed on or before the tenth 10th day of the month immediately following the month during which Shipper delivers the Deferred Exchange Quantity to Transporter.

Gas that is transported on Transporter's system to the Target Storage Facility and/or from the Deferred Exchange Storage Facility will be subject to transportation and fuel charges under the applicable transportation rate schedule. Likewise, gas that is stored on Transporter's system prior to Shipper's delivery to Transporter and/or after Transporter's delivery to Shipper will be subject to appropriate charges under the applicable storage rate schedule.

RATE SCHEDULE DEX-1
Deferred Exchange of Storage Gas (Continued)

4. FUEL REIMBURSEMENT

Service rendered under this Rate Schedule is subject to fuel reimbursement in accordance with Section 14 of the General Terms and Conditions. However, if Transporter offers to provide Rate Schedule DEX-1 service in accordance with Section 2.2 of this Rate Schedule and no bids are submitted, or if the total quantity bid is less than the total Deferred Exchange Quantity needed, Transporter may post an offer to provide Rate Schedule DEX-1 service for the Deferred Exchange Quantity for which no bids were received, and the fuel reimbursement requirement for that quantity will be waived.

5. DELIVERY OF DEFERRED EXCHANGE QUANTITY BY TRANSPORTER

5.1 General Procedure. During the Deferred Exchange Period, Transporter will deliver the Deferred Exchange Quantity at the Daily Delivery Quantity reflected in Exhibit A to Shipper's Service Agreement, subject to any withdrawal limitations at the Deferred Exchange Storage Facility.

5.2 Shipper may request Transporter to deliver the Deferred Exchange Quantity during a time period other than the Deferred Exchange Period specified on Exhibit A of the Service Agreement or to increase or decrease the Daily Delivery Quantity specified on Exhibit A. Such requests will be accommodated if Transporter, in its sole discretion, determines that accommodating such requests will not jeopardize the operational integrity of its system and will not interfere with firm service to other Shippers.

If Shipper is unable, for any reason, to accept all or any portion of the Deferred Exchange Quantity under the terms specified in Exhibit A of Shipper's Service Agreement, then Shipper will reimburse Transporter for any penalties and/or additional charges related to the Deferred Exchange Quantity that Transporter may incur. Further, upon expiration of the Deferred Exchange Period or any mutually agreeable extension thereof, Transporter will take title to any remaining Deferred Exchange Quantity, free and clear of any claims by Shipper.

RATE SCHEDULE DEX-1
Deferred Exchange of Storage Gas (Continued)

6. DEFINITIONS

The following terms, when used in this Rate Schedule, will have the following meanings:

6.1 Daily Delivery Quantity: The quantity of gas in Dth that Transporter agrees to deliver to Shipper each day during the Deferred Exchange Period.

6.2 Deferred Exchange Period: The period of time during which Transporter agrees to deliver the Deferred Exchange Quantity to Shipper.

6.3 Deferred Exchange Quantity: The quantity of gas in Dth that Shipper agrees to transfer to Transporter at the Target Storage Facility and that Transporter agrees to subsequently deliver to Shipper at the Deferred Exchange Storage Facility.

6.4 Deferred Exchange Storage Facility: The gas storage facility where Transporter will deliver gas to Shipper.

6.5 Target Storage Facility: The storage facility at which Transporter wishes to increase the gas available to it for system balancing.

6.6 Working Gas Inventory: The quantity of working gas in Dth stored in Shipper's account.

7. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the following Sections of the General Terms and Conditions contained in this Tariff, except as modified in the executed Service Agreement: Sections 1 through 12, 14, 17, 18, 19, 26, 27, 28 and 32.

Sheet Nos. 119 Through 124 Sheet Nos. 119 Through 124 : Effective

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RESERVED FOR FUTURE USE

RATE SCHEDULE PAL
Park and Loan Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any party (hereinafter called "Shipper") for the parking and loaning of natural gas under the following conditions:

(a) Shipper has made a valid request for service under this Rate Schedule by establishing a credit limit satisfactory to Transporter pursuant to Section 5.9 of the General Terms and Conditions and by providing Transporter with the information necessary to fill in the blanks in the Form of Service Agreement for service under this Rate Schedule; and

(b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule applies to all park and loan service rendered by Transporter for Shipper pursuant to Transporter's blanket certificate under Part 284 of the regulations of the Commission and the executed Service Agreement for service under this Rate Schedule.

2.2 Service under this Rate Schedule is interruptible and will be scheduled in accordance with the priority of service provisions delineated in Section 12 of the General Terms and Conditions and only to the extent that Transporter, in its reasonable discretion, determines it has sufficient operational flexibility to temporarily utilize a portion of its line pack, storage service rights at the Jackson Prairie Storage Project and/or contracted Clay Basin storage to provide such service without adversely affecting its ability to accommodate its system balancing requirements.

2.3 Park Service under this Rate Schedule consists of:

(a) Transporter's receipt of gas (Parked Quantity) for Shipper's account at the logical point (Park Point) designated in the executed Service Agreement, either at the Clay Basin Park Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, or at the Jackson Prairie Park Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, up to the Maximum Park Quantity specified in the executed Service Agreement; and

RATE SCHEDULE PAL
Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(b) Transporter's subsequent delivery of the Parked Quantity of gas to Shipper at the Park Point designated in the executed Service Agreement.

2.4 Loan service under this Rate Schedule consists of:

(a) Transporter's delivery of gas (Loaned Quantity) for Shipper's account at the logical point (Loan Point) designated in the executed Service Agreement, either at the Clay Basin Loan Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, or at the Jackson Prairie Loan Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, up to the Maximum Loan Quantity specified in the executed Service Agreement; and

(b) Transporter's subsequent receipt of the Loaned Quantity from Shipper at the Loan Point designated in the executed Service Agreement.

2.5 Transportation of gas for or on behalf of Shipper to or from the Park Point or Loan Point will not be performed under this Rate Schedule. Shipper is obligated to make arrangements with Transporter or other parties for the related transportation services to and from the Park Point or Loan Point. Transporter's receipts or deliveries of gas for Shipper's account at the Park Point or Loan Point under this Rate Schedule will be scheduled only for quantities that are matched by Scheduled Quantities for the related transportation services to or from the Park Point or Loan Point or for quantities that are matched by a confirmed in-ground transfer between Transporter's storage account and Shipper's storage account in the storage field adjacent to the Park Point or Loan Point.

RATE SCHEDULE PAL
Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Park or Loan Quantities to any capacity holder in the Jackson Prairie Storage facility under Rate Schedules SGS-2F, SGS-2I, and PAL whose contractual rate is equal to or greater than the transferring Shipper's contractual rate. Participating Shippers must notify Transporter's Marketing Services personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of PAL quantities may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule PAL Shipper to transfer such Shipper's PAL quantity to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule PAL Shipper's PAL contract.

Transfers between PAL contracts, from a PAL contract to an SGS-2I contract, or from an owner's working gas inventory account to a PAL contract will be scheduled pursuant to the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions.

3. RATE

3.1 Transporter's Maximum Currently Effective Rate, as set forth on Sheet No. 6, will apply to all service rendered under this Rate Schedule unless Transporter agrees to discount its Recourse Rate as described below or unless Shipper and Transporter mutually agree to a Negotiated Rate pursuant to Section 19 of the General Terms and Conditions.

RATE SCHEDULE PAL
Park and Loan Service (Continued)

3. RATE (Continued)

3.2 Transporter reserves the right to discount, on a non-discriminatory basis, the Recourse Rate for any individual Shipper under any Service Agreement without discounting any other Recourse Rate for that or another Shipper, provided, however, that such discounted Recourse Rate will not be less than the Minimum Currently Effective Rate set forth on Sheet No. 6. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level) or service during specific time periods.

3.3 For each billing period for service under a Service Agreement, Shipper will pay Transporter a total amount equal to the sum of the daily products of (1) the Daily Rate set forth in the executed Service Agreement and (2) the maximum Parked or Loaned Quantity, as applicable, on such day.

3.4 ACA surcharges and fuel reimbursement will not apply to service under this Rate Schedule.

4. ALLOCATION OF SERVICE

In allocating or interrupting service among Shippers under this Rate Schedule, Transporter will adhere to the priority of service provisions in Section 12 of the General Terms and Conditions.

5. SERVICE RESTRICTIONS AND PENALTIES

5.1 Shipper may be required to remove some or all of the Parked Quantity or return some or all of the Loaned Quantity prior to termination of its Service Agreement if Transporter, in its reasonable discretion, determines such action is necessary to accommodate higher priority services, maintain system integrity or to accommodate system balancing requirements for firm services. Notification of any such

RATE SCHEDULE PAL
Park and Loan Service (Continued)

5. SERVICE RESTRICTIONS AND PENALTIES (Continued)

requirements will be made to Shipper by posting on Transporter's Designated Site and, if specified by Shipper on the Business Associate Information form, via an Internet E-mail or fax to the Shipper. Transporter's notification will indicate the time within which specified Parked Quantities shall be removed by Shipper and/or specified Loaned Quantities shall be returned to Transporter, consistent with Transporter's operating conditions. In no event will the specified time frame be less than three (3) gas days from the date of Transporter's notification.

5.2 Any Parked Quantity not removed within the time frame specified by Transporter's notice and any Parked Quantity not removed by the termination date of the Service Agreement will become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any Loaned Quantity not returned within the time frame specified by Transporter's notice and any Loaned Quantity not returned by the termination date of the Service Agreement will be deemed sold to Shipper under Section 32 of the General Terms and Conditions at 150% of the Weekly Weighted Average Price at NW, Wyoming Pool if the Loaned Quantity was delivered for Shipper's account at the Clay Basin Loan Point, or at 150% of the Weekly Weighted Average Price at NW Sumas if the Loaned Quantity was delivered for Shipper's account at the Jackson Prairie Loan Point, as published in "Gas Daily" for the week in which the Shipper failed to comply.

Notwithstanding the above, Transporter may allow additional time to comply following notification to remove the Parked Quantity or return the Loaned Quantity when operational conditions permit and such additional time does not impair Transporter's ability to provide reliable firm service. Furthermore, if Shipper makes a timely nomination to comply with a notification to remove the Parked Quantity or return the Loaned Quantity and such nomination is not scheduled and confirmed due to Transporter's lack of capacity to schedule and confirm a matching nomination by Shipper of firm transportation service within the Shipper's primary path, then the specified compliance time frame will be extended by one day for each day Transporter is unable to render such transportation. Transporter will not extend the specified compliance time frame if Transporter is unable to provide the related transportation under a firm Service Agreement outside of Shipper's primary path or on an overrun basis or under a Rate Schedule TI-1 Service Agreement.

RATE SCHEDULE PAL
Park and Loan Service (Continued)

5. SERVICE RESTRICTIONS AND PENALTIES (Continued)

5.3 Revenue received by Transporter resulting from the deemed sale of Loaned Quantities will be used by Transporter to purchase gas to replace the gas deemed sold to the Shipper, after first taking into account any offsetting confiscated Parked Quantities that have not been reflected in Transporter's fuel reimbursement factor. Any excess revenues will be refunded to Shippers after March 1 of the applicable calendar year using the refund methodology specified in Section 32.2 of the General Terms and Conditions. Any confiscated Parked Quantities in excess of those used to offset Loaned Quantities that are deemed sold will be refunded to customers through Transporter's fuel reimbursement factor pursuant to Section 14.12 of the General Terms and Conditions that goes into effect April 1 of each year.

6. RESERVED FOR FUTURE USE

7. EVERGREEN PROVISION

7.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one day.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least three days before the termination date.

(c) Termination notice under Section 7.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

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RATE SCHEDULE PAL
Park and Loan Service (Continued)

8. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions contained in this Tariff.

Sheet Nos. 131 Through 134 Sheet Nos. 131 Through 134 : Effective

RESERVED FOR FUTURE USE

RATE SCHEDULE TFL-1
Firm Lateral Transportation

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the Transportation of Natural Gas by Transporter on a Designated Lateral when:

(a) Shipper desires incremental firm service on a Designated Lateral and Transporter has or will have available capacity to render such firm service for Shipper;

(b) Transporter can render the desired service without modifying the Designated Lateral facilities, other than by constructing facilities subject to Section 21 of the General Terms and Conditions; and

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to Transportation by Transporter for Shipper on a Designated Lateral pursuant to an executed Service Agreement under this Rate Schedule.

2.2 Character of Service. Transportation service under this Rate Schedule is firm up to Shipper's Transportation Contract Demand. Transportation service under this Rate Schedule is limited to receipt and delivery points on the Designated Lateral covered by the Service Agreement and is not subject to curtailment or interruption except as expressly provided in the General Terms and Conditions.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (continued)

3. RATES AND MONTHLY CHARGES

3.1 Monthly Charges.

(a) Unless Shipper and Transporter have agreed to a Negotiated Rate under Section 3.7, Shipper will pay Transporter for service rendered during each Month under this Rate Schedule the sum of the reservation charge specified in Section 3.2, the volumetric charge specified in Section 3.3 and, if applicable, the scheduled overrun charge specified in Section 3.4.

(b) As applicable, all Shippers, including Negotiated Rate Shippers, also will pay Transporter each Month for any facility reimbursement charge as specified in Section 3.5 and, pursuant to the General Terms and Conditions, any imbalance penalties not waived and any unauthorized overrun and/or underrun charges.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

RATES AND MONTHLY CHARGES (Continued)

Further, all Shippers, including Negotiated Rate Shippers, will reimburse Transporter in-kind for fuel use requirements in accordance with Section 14 of the General Terms and Conditions based on the applicable Factor set forth on Sheet No. 14.

3.2 Reservation Charge.

(a) Except for released capacity acquired on a volumetric bid basis, the reservation charge is the sum of the daily product of Shipper's Contract Demand (CD) and, as applicable,:

(1) the Rate Schedule TFL-1 applicable maximum currently effective reservation rate for the Designated Lateral stated on Sheet No. 5;

(2) a discounted reservation rate that may be granted pursuant to Section 3.6; or

(3) the reservation rate determined pursuant to the capacity release provisions in Section 22 of the General Terms and Conditions.

(b) For released capacity acquired on a volumetric bid basis (including prearranged volumetric releases under Section 22 of the General Terms and Conditions), the Replacement Shipper will pay a reservation charge that is:

(1) the sum of the daily product of the applicable volumetric reservation rate determined pursuant to the capacity release provisions in Section 22 of the General Terms and Conditions and the Replacement Shipper's daily Scheduled Quantity in Dth; plus,

(2) if the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) Replacement Shipper's Scheduled Quantity under the subject Service Agreement during the month.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(c) Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the maximum base tariff rate or a percentage of the maximum base tariff rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

(i) for capacity release transactions that are subject to the maximum base tariff rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new maximum base tariff rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(ii) for capacity release transactions that are not subject to the maximum base tariff rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

(d) Shipper will pay the Reservation Charges commencing with the primary term begin date set forth in the Service Agreement.

3.3 Volumetric Charge. The volumetric charge is the sum of the daily product of Shipper's Scheduled Quantity in Dth and the Rate Schedule TFL-1 applicable maximum currently effective volumetric rate for the Designated Lateral stated on Sheet No. 5.

3.4 Overrun Charge. For any volume transported in excess of Shipper's Contract Demand on any day, Shipper shall pay an amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the maximum currently effective scheduled overrun rate per Dth for the Designated Lateral stated on Sheet No. 5, unless otherwise agreed to by Shipper and Transporter.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

3.5 Facility Reimbursement: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct receipt or delivery facilities necessary to provide service under this Rate Schedule and for Shipper to reimburse the associated costs by paying a facility reimbursement charge, the facility reimbursement charge will be set forth on Exhibit C to an executed Service Agreement.

3.6 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any Service Agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the Minimum Currently Effective Rates set forth on Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates will be set forth in the Shipper's Service Agreement and may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported from specific receipt points and/or to specific delivery points, or within specific corridors. A load factor based discounted reservation rate may be computed by dividing the reservation revenues payable pursuant to a volumetric formula by Shipper's Contract Demand; i.e., the discounted daily reservation rate would be equal to a stated amount per Dth times the actual daily load factor for Shipper's use of its Contract Demand.

(b) Under the Section 3.6(a) load factor based discounted reservation rate option, a minimum average load factor provision also may apply. In that event, the monthly reservation charge under Section 3.2(a) will be equal to the greater of (i) the sum of the daily reservation rate charges calculated using the stated amount per Dth and Shipper's actual daily load factors or (ii) the sum of the daily reservation charges calculated using the stated amount per Dth and the specified minimum average load factor.

3.7 Negotiated Rate. If Transporter and Shipper mutually agree to a Negotiated Rate for service hereunder as provided in Section 19 of the General Terms and Conditions and set forth such rate in the Service Agreement, the charges established by such Negotiated Rate will apply. In addition to any such Negotiated Rate, Shipper will pay any applicable charges identified in Section 3.1(b), plus the ACA surcharge component of the volumetric charge otherwise applicable to Scheduled Quantities under Rate Schedule TFL-1.

4. TRANSPORTATION CONTRACT DEMAND

4.1 The Transportation Contract Demand is the maximum quantity of gas, expressed in Dth, that Transporter is obligated to receive (exclusive of fuel reimbursement furnished in-kind pursuant to Section 14 of the General Terms and Conditions), transport and deliver for Shipper on a firm basis on any one Gas Day, as specified in an executed Service Agreement for service under this Rate Schedule. Transporter's service obligation is limited to Shipper's Contract Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

4.2 As long as the Contract Demand, as adjusted for any capacity releases, is not exceeded, Transporter shall be obligated to receive up to Shipper's Maximum Daily Quantity (MDQ) at each Primary Receipt Point and to deliver up to Transporter's Maximum Daily Delivery Obligation (MDDO) at each Primary Delivery Point at pressures at least as great as the pressures specified in Shipper's TFL-1 Service Agreement, on a firm basis, as such MDQ and MDDO are adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

4.3 The aggregate MDQ at the Primary Receipt Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Contract Demand. The aggregate MDDO at the Primary Delivery Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Contract Demand.

5. SCHEDULED OVERRUN TRANSPORTATION

5.1 On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand specified in the executed Service Agreement, Transporter will schedule such quantities in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.

6. RECEIPT AND DELIVERY POINT FLEXIBILITY

6.1 Permanent Changes to Primary Receipt and Delivery Points. Subject to the availability provisions of this Rate Schedule, any Shipper may permanently change primary receipt or delivery points on the Designated Lateral by amending Exhibit A of the Service Agreement.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

6. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

6.2 Procedures for Requesting Permanent Receipt and Delivery Point Changes. Any Shipper who wishes to amend the primary receipt or delivery points, or the associated MDQ or MDDO named in Exhibit A of its Service Agreement, will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement at least one business day, but no more than sixty days, prior to the requested effective date. If Transporter determines that a receipt or delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested effective date or the date executed by Transporter, provided that such date shall not exceed fifteen days from the date of receipt of the amendment by Transporter. Notice of the resulting changes in available receipt or delivery point capacity will be posted to Transporter's Designated Site at least one business day prior to implementation of such change.

On a not unduly discriminatory basis, Transporter may allow Shipper to submit an amendment request more than sixty days prior to the requested effective date if such request (i) is associated with an open season for available capacity posted under Section 25 of the General Terms and Conditions, or (ii) is associated with a concurrent request by Shipper for the construction of new or upgraded facilities under Section 21 of the General Terms and Conditions to create the requested receipt and/or delivery point capacity.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

6. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

Capacity posted on Transporter's Designated Site pursuant to Section 25.2 of the General Terms and Conditions will be available for permanent receipt and/or delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

6.3 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 5 of this Rate Schedule.

7. CONTRACT TERM EXTENSIONS

7.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of a long-term Service Agreement, the following conditions will apply:

(a) The established rollover period will be one year.

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 7.1(b) will be deemed given when posted on Transporter's Designated Site.

7.2 Standard Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a standard bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be:

(i) one day for Service Agreements with a primary term of one day;

(ii) one month for Service Agreements with a primary term of at least two days but less than one year; or

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

7. CONTRACT TERM EXTENSIONS (continued)

(iii) one year for Service Agreements with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) one Business Day before the termination date if Section 7.2(a)(i) applies;

(ii) ten Business Days before the termination date if Section 7.2(a)(ii) applies; or

(iii) one year before the termination date if Section 7.2(a)(iii) applies.

(c) The termination notice required under Section 7.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

8. SEGMENTATION

8.1 To the extent operationally feasible, a Shipper may temporarily segment its capacity on a Designated Lateral into separate parts for its own use or for the purpose of releasing capacity to a Replacement Shipper. Shipper may submit a segmentation request no more than sixty days prior to the requested effective date. Transporter will respond to a Shipper's segmentation request within two business days following the request; and if the segmentation request is approved, Transporter will issue new Service Agreements for each of the segments within one hour of notification to the Shipper that the request is approved. Capacity posted on Transporter's Designated Site pursuant to Section 25.2 of the General Terms and Conditions will be available for capacity release segmentation requests only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

On a not unduly discriminatory basis, Transporter may allow Shipper to submit a segmentation request more than sixty days prior to the requested effective date if such request (i) is associated with an

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

8. SEGMENTATION (Continued)

open season for available capacity posted under Section 25 of the General Terms and Conditions, or (ii) is associated with a concurrent request by Shipper for the construction of new or upgraded facilities under Section 21 of the General Terms and Conditions to create the requested receipt and/or delivery point capacity.

8.2 Transporter will permit nominations of forward hauls up to Contract Demand and backhauls up to Contract Demand on the Designated Lateral to the same point at the same time for segmented capacity.

8.3 Segmentation without Capacity Release. A Shipper that wishes to segment its capacity into separate parts for its own use is subject to the same procedures as apply to the temporary capacity release of segmented capacity under Sections 22 and 23 of the General Terms and Conditions except that the Shipper's release of capacity to itself will always be non-biddable. Such transactions will be treated as temporary capacity releases with the Shipper acting as both the Releasing Shipper and the Replacement Shipper. New Service Agreements will be executed with the Shipper for all new segments. Such Shipper also is specifically subject to the following:

(a) Capacity between a Shipper's primary receipt point(s) and primary delivery point(s) on the Designated Lateral may be segmented into separate Service Agreements for a Shipper's own use, provided that such segmentation is operationally feasible and provided that firm capacity is available at and between the designated points.

(b) Contract Demand under any Service Agreement created as a result of segmentation may not exceed the Contract Demand under Shipper's Service Agreement as it existed before the segmentation.

(c) Each Service Agreement will have a primary receipt point and a primary delivery point on the Designated Lateral, but Shipper will have the right to use any available alternate receipt and delivery points on the Designated Lateral on a secondary firm basis, with a scheduling priority consistent with Section 14.1(d)(i) of the General Terms and Conditions of Transporter's tariff.

RATE SCHEDULE TFL-1
Firm Lateral Transportation (Continued)

8. SEGMENTATION (Continued)

8.4 Segmentation with Capacity Release. A Shipper that wishes to segment its capacity for the purpose of releasing all or part of that capacity to a Replacement Shipper is subject to the capacity release provisions of Sections 22 and 23 of the General Terms and Conditions of Transporter's tariff. New Service Agreements will be executed with the Releasing Shipper for the retained segment(s) and the Replacement Shipper for the released segment.

9. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions, except as such General Terms and Conditions may be modified in a Service Agreement.

Sheet Nos. 145 Through 149 Sheet Nos. 145 Through 149 : Effective

RESERVED FOR FUTURE USE

RATE SCHEDULE TIL-1
Interruptible Lateral Transportation

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the Transportation of Natural Gas by Transporter on a Designated Lateral when:

(a) Shipper desires interruptible service on a Designated Lateral;

(b) Transporter can render the desired service without modifying the Designated Lateral facilities, other than by constructing facilities subject to Section 21 of the General Terms and Conditions; and

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to Transportation by Transporter for Shipper on a Designated Lateral pursuant to an executed Service Agreement under this Rate Schedule.

2.2 Character of Service. Transportation service under this Rate Schedule is interruptible up to Shipper's Maximum Daily Quantity. Transportation service under this Rate Schedule is limited to receipt and delivery points on the Designated Lateral covered by the Service Agreement and is subject to curtailment or interruption at anytime as expressly delineated in the General Terms and Conditions.

RATE SCHEDULE TIL-1
Interruptible Lateral Transportation
(continued)

3. RATES AND MONTHLY CHARGES

3.1 Monthly Charges.

(a) Unless Shipper and Transporter have agreed to a Negotiated Rate, Shipper will pay Transporter for service rendered during each Month under this Rate Schedule the sum of the volumetric charge specified in Section 3.2.

(b) As applicable, all Shippers, including Negotiated Rate Shippers, also will pay Transporter each Month for any facility reimbursement charge as specified in Section 3.4 and, pursuant to the General Terms and Conditions, and imbalance penalties not waived.

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RATE SCHEDULE TIL-1
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(c) Further, all Shippers, including Negotiated Rate Shippers, will reimburse Transporter in-kind for fuel use requirements in accordance with Section 14 of the General Terms and Conditions based on the applicable Factor set forth on Sheet No. 14.

3.2 Volumetric Charge. The volumetric charge is the sum of the daily product of Shipper's Scheduled Quantity in Dth and either the Rate Schedule TIL-1 applicable maximum currently effective volumetric rate for the Designated Lateral stated on Sheet No. 5 or the discounted Recourse Rate established pursuant to Section 3.4.

3.3 Facility Reimbursement: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct receipt or delivery facilities necessary to provide service under this Rate Schedule and for Shipper to reimburse the associated costs by paying a facility reimbursement charge, the facility reimbursement charge will be set forth on Exhibit C to an executed Service Agreement.

3.4 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the Minimum Currently Effective Rates set forth on Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, or within specific corridors.

RATE SCHEDULE TIL-1
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(b) If Transporter elects to grant a temporary discount, it will do so without amending Shipper's Service Agreement. The temporary discount will be electronically granted using the Rate Schedule TIL-1 Temporary Discount form available in Northwest Passage on Transporter's Designated Site. Shipper's electronic completion of the Temporary Discount form constitutes agreement by the Shipper to the discount and Transporter's electronic acceptance constitutes Transporter's granting of the discount.

3.5 Negotiated Rate. If Transporter and Shipper mutually agree to a Negotiated Rate for service hereunder as provided in Section 19 of the General Terms and Conditions and set forth such rate in the Service Agreement, the charges established by such Negotiated Rate will apply. In addition to any such Negotiated Rate, Shipper will pay any applicable charges identified in Section 3.1(b), plus the ACA surcharge component of the volumetric charge otherwise applicable to Scheduled Quantities under Rate Schedule TIL-1.

4. SHIPPER'S MAXIMUM DAILY QUANTITY

The executed Service Agreement shall specify a Maximum Daily Quantity of gas to be transported thereunder for Shipper. The Maximum Daily Quantity refers to the quantity of gas to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

5. RESERVED FOR FUTURE USE

RATE SCHEDULE TIL-1
Interruptible Lateral Transportation (Continued)

6. EVERGREEN PROVISION

6.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as contemplated by Section 4 of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one month.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 6.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

7. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions except as such General Terms and Conditions may be modified in a Service Agreement.

Sheet Nos. 154 Through 199 Sheet Nos. 154 Through 199 : Effective

RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except where the context expressly establishes another meaning, the following terms when used in this Tariff and in a Service Agreement or other agreement with Transporter incorporating said Tariff will have the following meanings:

NAESB WGQ Nominations Related Standards 1.2.3, 1.2.5, 1.2.8 through 1.2.11 and 1.2.13 through 1.2.19, Flowing Gas Related Standards 2.2.3 through 2.2.5, Capacity Release Related Standards 5.2.1 through 5.2.3, Additional Standards: Gas/Electric Operational Communications Standards 0.2.1 through 0.2.3, and Internet Electronic Transport Related Standards 10.2.1 through 10.2.38 (Version 1.8) will apply and are incorporated by reference.

1.1 Agent: Any party retained by Service Requester for purposes of administering Service Requester's Service Agreement with Transporter. An Agent has only those rights designated in writing to Transporter by such Service Requester.

1.2 Associated Receipt Point: A Receipt Point identified by Transporter from which gas may be nominated to a specific pool without incurring transportation and fuel charges. Associated Receipt Point(s) will be posted on Transporter's Designated Site.

1.3 Balancing Nomination: A separately identified Nomination to resolve or reduce imbalance(s) with Transporter.

1.4 Begin Date: The Gas Day specified by Service Requester when a transaction is to begin.

1.5 British Thermal Unit ("Btu"): As defined in the American Gas Association Report No. 3, as revised from time to time. "Standardize the reporting basis for Btu as 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm2 and 15.6 degrees C and dry. Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees, F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry." NAESB WGQ Standard 2.3.9.

1.6 Business Associate Information: The company identifier information, designated representative information, notification preferences and related data provided by a party to Transporter as specified in the Business Associate Information form contained in the informational posting section on Transporter's Designated Site.

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

1.14 Electronic Data Interchange (EDI): The transfer of information between Transporter's and Service Requester's Designated Sites using NAESB approved standard data sets developed and maintained by the American National Standards Institute's (ANSI) Accredited Standards Committee X12 (ASC X12). EDI data exchange is governed by an executed Trading Partner Agreement between Transporter and Service Requester.

1.15 Firm Service: Transportation or Storage service which is defined as firm in the Rate Schedule in Transporter's Tariff applicable to such Shipper's Executed Firm Service Agreement. Firm Service for Transportation can yield Primary Firm Service Rights or Secondary Firm Service Rights.

1.16 Electronic Delivery Mechanism (EDM): The computer technology model which allows all parties sending and receiving data to accept a Transmission Control Protocol/Internet Protocol (TCP/IP) using Point to Point Protocol (PPP) connection. At a minimum, sending and receiving parties should designate an Internet address as a Designated Site for the receipt and delivery of NAESB standardized data sets.

1.17 End Date: The Gas Day specified by Service Requester when a transaction is to end.

1.18 Gas Day: A period of twenty-four (24) consecutive hours beginning and ending as near as practicable at nine o'clock (9 a.m.) Central Clock Time (8 a.m. Mountain Clock Time). Per NAESB WGQ Standard 1.3.1, "Standard time for the gas day should be 9 a.m. to 9 a.m. (central clock time)." Reference to a specific day shall mean the twenty-four hours starting at 9 a.m. Central Clock Time (8 a.m. Mountain Clock Time) of that calendar day.

1.19 Gas or Natural Gas: Any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane. Such gas may be either in its natural state produced from wells, including casinghead and residue gas, or after manufacture or other methods of producing synthetic gas.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.20 Gross Heating Value: The total Btu content for a cubic foot of gas on a dry basis as determined by calculation from compositional analysis using physical properties of gases at 14.73 psia and 60 F as prescribed by the American Gas Association.

1.21 Interruptible Service: Transportation or Storage service which is defined as interruptible in the Rate Schedule in Transporter's Tariff applicable to such Shipper's Executed Service Agreement.

1.22 Intra-Day Nomination: "An intra-day nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day." NAESB WGQ Standard 1.2.4.

1.23 Mcf: One thousand cubic feet of gas.

1.24 MMBtu: One million Btus. For purposes of this Tariff and associated Service Agreements, MMBtu and Dth are synonymous.

1.25 Mainline Transportation System: Transporter's mainline(s) extending generally from the U.S./Canadian border near Sumas, Washington to a point near Blanco, New Mexico, and all receipt and delivery laterals and ancillary facilities owned in whole or in part by Transporter which are utilized to provide jurisdictional transportation of natural gas.

1.26 Maximum Currently Effective Rate: The rate, including all applicable surcharges, designated on Sheet Nos. 5, 6, 7 or 8.1 of this Tariff.

1.27 Maximum Daily Delivery Obligation ("MDDO"): The maximum quantity of gas Transporter is obligated to deliver to a Shipper at a specific delivery point designated on an executed firm Service Agreement.

1.28 Maximum Daily Quantity ("MDQ"): The maximum daily quantity of gas, expressed in dekatherms, to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.29 Month: A calendar month; provided, however, that Month shall mean Transporter's normal business month for purposes of metering at the wellhead.

1.30 Mountain Clock Time: Mountain Standard Time or Daylight Savings Time in Salt Lake City, Utah, whichever is currently effective.

1.31 NAESB Standards: The business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant ("WGQ") of the North American Energy Standards Board ("NAESB"), as codified in Section 284.12(a) of the Commission's regulations.

1.32 Negotiated Rate: A rate or formula for computing a rate for Part 284 service which may be greater than, equal to or less than the Recourse Rate, but which may not be less than the Minimum Currently Effective Rate as set forth on Sheet No. 5, 6, 7 or 8.1. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper and may be based on a rate design other than straight fixed-variable.

1.33 Nomination: A line item pertaining to the transportation or storage of gas under an executed Service Agreement which contains all NAESB issued and FERC approved standard data elements.

1.34 Nominating Party: The person or party designated by Shipper to communicate Shipper's nominations to Transporter.

1.35 Northwest Passage: Transporter's interactive proprietary software used to conduct electronic data transactions. Northwest Passage is accessible on Transporter's Designated Site pursuant to an executed Northwest Passage Access Agreement between Transporter and Service Requester.

1.36 Northwest Passage Access Agreement: An agreement entered into by Transporter and requesting party which governs authorization and access to Northwest Passage.

1.37 Operational Balancing Agreement ("OBA"): "An OBA is a contract between two parties which specified the procedures to manage operating variances at an interconnect." NAESB WGQ Standard 2.2.1.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.38 Operational Flow Order ("OFO"): "An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order." NAESB WGQ Standard 1.2.6.

1.39 Operational Impact Area: "Operational Impact Area is the term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect." NAESB WGQ Standard 2.2.2. Transporter designates its entire system, except the laterals under Rate Schedules TFL-1 and TIL-1, as one Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances. Each lateral under Rate Schedules TFL-1 and TIL-1 is designated as an Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances.

1.40 Point of Unbundling: With respect to sales provided pursuant to Section 32, Point of Unbundling means the Clay Basin and/or Jackson Prairie storage facility receipt point(s) into Transporter's system.

1.41 Pooling Party: Any party utilizing the pooling services outlined in Section 14.19 of the General Terms and Conditions of this tariff.

1.42 Primary Firm Service Rights: the quantity of Primary Firm Service Rights pursuant to a Firm Transportation Service Agreement at Receipt and Delivery Points is the greater of the quantity designated respectively as "MDQs" and "MDDOs" in such Firm Service Agreement or the Scheduled Quantity at any receipt or delivery point for the Day on such Agreement (excluding Scheduled Overrun). The quantity of Primary Firm Service Rights at any given point on the mainline or on a lateral is the greater of:

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.42 (continued) a) the lesser of the sum of the MDQs upstream of any applicable point and the sum of the MDDOs downstream of any point in such Firm Transportation Service Agreement; or b) the Scheduled Quantity (excluding Scheduled Overrun) at any given point for the Day on such Agreement. MDQs, MDDOs and CDs are adjusted for any released capacity pursuant to Section 22.

1.43 Psia: Pressure expressed in pounds per square inch absolute.

1.44 Receiving Party: The party who controls the facilities into which the gas is delivered for Shipper.

1.45 Recourse Rate: The rate, including all applicable surcharges, designated as the Maximum Currently Effective Rate on Sheet No. 5, 6, 7 or 8.1 of this Tariff. For purposes of this Tariff, Recourse Rate and Maximum Currently Effective Rate are synonymous.

1.46 Scheduled Quantity: The quantity of gas Transporter has scheduled to transport from specific receipt point(s) to specific delivery point(s), Transportation Service Agreements or zones for a defined period pursuant to an executed Service Agreement; the quantity of gas Transporter has scheduled for aggregation/dis-aggregation from a Pool.

1.47 Secondary Firm Service Rights: For purposes of Section 12.1, the quantity of Secondary Firm Service Rights pursuant to a Firm Transportation Service Agreement at any Receipt and/or Delivery Point, on the mainline or on a lateral is equal to the CD on a Firm Service Agreement (as adjusted for any released capacity pursuant to Section 22)less the quantity at such point that is designated as Primary Firm Service Rights, as defined in Section 1.42.

(i) Secondary Firm Service Rights include rights designated as subordinate in any Firm Service Agreement with non-conforming provisions that have been approved by the Commission.

(ii) Secondary Firm Service Rights include rights delineated in Rate Schedule TF-2, Section 11.

GENERAL TERMS AND CONDITIONS
(Continued)

1.48 Service Requester: A Shipper or any other party that executes with Transporter a Northwest Passage Access Agreement and/or a Trading Partner Agreement.

1.49 Shipper: A party that executes a Service Agreement with Transporter under one of the Rate Schedules contained in this tariff.

1.50 Thermally Equivalent: An equal number of Dths.

1.51 Trading Partner Agreement: An agreement entered into by Transporter and requesting party which governs the EDI between Transporter and Service Requester.

1.52 Transportation: The receipt of Shipper's gas at input points on Transporter's mainline transportation system (referred to as "Receipt Points") and the delivery of thermally equivalent quantities by Transporter to Shipper or for Shipper's account (after making allowance for any requisite fuel reimbursement furnished in-kind) at other points on Transporter's mainline transportation system (referred to as "Delivery Points") regardless of the direction of flow of gas in Transporter's pipelines between the Receipt and Delivery Points, or of changes in such directions of flow. Transportation also means the receipt of Shipper's gas for injection or liquefaction into Transporter's storage facilities and the storage and subsequent withdrawal or vaporization of thermally equivalent quantities, less fuel use, for Shipper's account. All storage references in this tariff, shall be considered to be a part of the term Transportation.

1.53 Transporter: Northwest Pipeline GP, Northwest or Transportation Service Provider.

GENERAL TERMS AND CONDITIONS
(Continued)

2. RECEIPT AND DELIVERY POINT AND PRESSURES

2.1 Receipt Points. The Receipt Point(s) at which Transporter will receive gas for transportation are to be identified by the executed Service Agreement. Such Agreements shall be amended as necessary to reflect the addition or deletion of Receipt Points mutually agreed to by the parties in writing, subject to the Receipt Point Flexibility and Priority of Service provisions of this Tariff.

These points include all physical receipt points, as well as any physical delivery point or any other point on Transporter's Mainline Transportation System which Shipper and Transporter have contractually agreed to utilize as a receipt point.

2.2 Shipper's Delivery Pressure. Gas shall be delivered to Transporter at the specified Receipt Points at pressures sufficient to allow the gas to enter the facilities of Transporter but shall not be delivered at pressures in excess of the maximum allowable operating pressure of Transporter's facilities at such Receipt Points. Transporter is under no obligation to modify its line pressures to permit the entry of Shipper's gas into its system.

2.3 Delivery Points. Transporter shall deliver gas for Shipper's account at the delivery points identified by the executed Service Agreement. The parties may mutually agree in writing to amend said Service Agreement to add or delete delivery points, subject to the Delivery Point Flexibility and Priority of Service provisions of this tariff.

These points include all physical delivery points, as well as any physical receipt point or any other point on Transporter's Mainline Transportation System which Shipper and Transporter have contractually agreed to utilize as a delivery point.

2.4 Transporter's Delivery Pressure. Transporter shall deliver gas for Shipper's account at the pressures existing from time to time in Transporter's facilities at the points of delivery but no less than the pressures mutually agreed upon by Transporter and Shipper and specified by the executed firm Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

2. RECEIPT AND DELIVERY POINT AND PRESSURES (Continued)

Any delivery pressure commitments that are subject to specified conditions in order to ensure Transporter's quality of service will also be specified by the executed firm Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY

3.1 Gas Quality at Receipt Points. All Gas delivered by Shipper to Transporter shall conform to the applicable specifications in either Section 3.1(a) or Section 3.1(b). As used in this section, the La Plata Facilities are defined as those facilities commencing at a measurement facility downstream of the discharge side of Northwest's La Plata B compressor station southward to the Blanco Hub, including the La Plata A compressor station and certain plant interconnects, all located in southern Colorado and northern New Mexico.

(a) All Gas delivered by Shipper to Transporter at Receipt Points not connected to the La Plata Facilities shall conform to the following specifications:

(1) Hydrocarbon Liquids and Liquefiables: The hydrocarbon dew point of the gas delivered shall not exceed fifteen degrees Fahrenheit at any pressure between 100 psia and 1,000 psia as calculated from the gas composition and shall be free from hydrocarbons in the liquid state. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product, recovered from the gas by Transporter, after delivery of gas to Transporter shall be and remain the exclusive property of Transporter, except as specified in Section 20 of the General Terms and Conditions.

(2) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter grain of hydrogen sulfide per one hundred cubic feet and not more than five grains total sulfur per one hundred cubic feet.

(3) Carbon Dioxide and Total Nonhydrocarbons: The gas shall contain not more than two percent by volume of carbon dioxide and shall contain not more than three percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen, except as otherwise provided in Section 3.5.

GENERAL TERMS AND CONDITIONS
Continued)

3. QUALITY (Continued)

(4) Dust, Gums, etc.: The gas shall be commercially free from objectionable odors (excluding odorant added to natural gas for safety reasons or to comply with federal and/or state regulations), solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose of merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

(5) Heating Value: The total gross heating value of the gas deliverable hereunder shall not be less than 985 Btu.

(6) Oxygen: The gas shall not contain in excess of two-tenths of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.

(7) Temperature: The temperature of the gas at the point of delivery shall not exceed one hundred twenty degrees Fahrenheit.

(8) Water: The gas delivered shall be free from liquid water and shall not contain more than seven pounds of water in vapor phase per million cubic feet.

(9) Mercury: The gas shall be free from any detectable mercury.

(10) Toxic or Hazardous Substance: The gas shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(11) Bacteria: The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which such gas flows or (ii) interference with the proper operation of the Transporter's facilities. Microbiological organisms, include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (ACB). When bacteria or microbiological organisms are considered a possibility, Shipper(s) desiring to Nominate such gas, upon Transporter's request, shall cause such gas to be tested for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38 or other acceptable test method as determined by both parties.

(b) All Gas delivered by Shipper to Transporter at Receipt Points connected to the La Plata Facilities shall conform to the following specifications:

(1) Hydrocarbon Liquids and Liquefiables: The hydrocarbon dew point of the gas delivered shall not exceed fifteen degrees Fahrenheit at any pressure between 100 psia and 1,000 psia as calculated from the gas composition and shall be free from hydrocarbons in the liquid state. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product, recovered from the gas by Transporter, after delivery of gas to Transporter shall be and remain the exclusive property of Transporter, except as specified in Section 20 of the General Terms and Conditions.

(2) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter grain of hydrogen sulfide per one hundred cubic feet of gas. The gas shall contain not more than 0.3 grains of mercaptan sulfur per one hundred cubic feet of gas. The gas shall contain not more than 0.75 grains of total sulfur per one hundred cubic feet of gas.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(3) Carbon Dioxide and Total Nonhydrocarbons: The gas shall contain not more than two percent by volume of carbon dioxide and shall contain not more than three percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen, except as otherwise provided in Section 3.5.

(4) Dust, Gums, etc.: The gas shall be commercially free from objectionable odors (excluding odorant added to natural gas for safety reasons or to comply with federal and/or state regulations), solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose of merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

(5) Heating Value: The total gross heating value of the gas deliverable hereunder shall not be less than 985 Btu.

(6) Oxygen: The gas shall not contain in excess of one-tenth of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.

(7) Temperature: The temperature of the gas at the point of delivery shall not be less than forty (40) degrees Fahrenheit, and not exceed one hundred twenty degrees (120) Fahrenheit.

(8) Water: The gas delivered shall be free from liquid water and shall not contain more than seven pounds of water in vapor phase per million cubic feet.

(9) Mercury: The gas shall be free from any detectable mercury.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(10) Toxic or Hazardous Substance: The gas shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards.

(11) Bacteria: The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which such gas flows or (ii) interference with the proper operation of the Transporter's facilities. Microbiological organisms, include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (ACB). When bacteria or microbiological organisms are considered a possibility, Shipper(s) desiring to Nominate such gas, upon Transporter's request, shall cause such gas to be tested for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38 or other acceptable test method as determined by both parties.

3.2 Gas Quality at Delivery Point(s). The gas delivered by Transporter to Shipper at the Delivery Point shall be natural gas containing a gross heating value of at least 985 Btus. Such gas shall be commercially free of dust, gums, dirt, impurities and other solid matter and shall not contain more than one-quarter grain hydrogen sulfide per one hundred cubic feet as determined by using commercially available on-line analyses and/or such analytical methods that are generally accepted in industry practice; provided that Transporter may install and utilize a recording hydrogen sulfide analyzer to monitor the gas at points at which it deems such continuous monitoring to be desirable. The gas to be delivered shall not contain more than five grains of total sulfur per one hundred cubic feet, unless Transporter determines that there is a regulatory requirement for gas to be odorized upstream of the Delivery Point, in which case, the gas to be delivered shall not contain more than six grains of total sulfur per one hundred cubic feet.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and in no event shall have a water content in excess of seven pounds in vapor phase per million cubic feet.

3.3 Determination of Gross Heating Value and Component Analysis. The party operating the measurement equipment shall determine the gross heating value of the gas delivered and its component analysis at reasonable intervals. Such determination shall be made using either an on-line chromatograph or by chromatographic analysis of a representative sample of gas taken with a continuous sampler. Transporter may at its option allow the use of spot samples. If at any time and for any reason Shipper or Transporter should question the results of any spot sampling, a redetermination shall be made and the redetermination mutually acceptable to the parties shall be used; provided, however, if neither party questions such results within a period of sixty (60) days following the determination thereof, then such results shall be deemed conclusive and binding upon the parties. Btu measuring equipment shall be installed at a location or locations where the gross heating value of the gas received or delivered hereunder may be reasonably determined.

3.4 Failure to Meet Specifications. Transporter or Shipper shall have the right, exercisable by the giving of written or oral notice to the other party, to require the remedy of any failure to deliver or redeliver gas in accordance with the quality specifications set forth in Sections 3.1 and 3.2. In the event gas delivered by either party fails to conform to such specifications, as evidenced by the latest chromatograph analysis derived from an on-line chromatograph or from a sample taken manually and analyzed by a chromatograph, or from any other verifiable evidence, the receiving party may refuse to accept all or any portion of such gas.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

3.5 Accepting Gas Which Fails to Meet Specifications. Transporter will accept gas that does not meet quality specifications on a non-discriminatory basis to all similarly situated Shippers, provided: 1) such acceptance does not jeopardize Transporter's ability to meet its obligations to deliver gas to downstream interconnecting pipelines or markets; and, 2) such acceptance occurs on a short-term basis as a result of an unplanned upstream event such as a plant start-up, plant upset or line freeze-off. When Transporter, in its reasonable judgment, can accept some, but not all, gas that does not meet the quality specifications set forth in Section 3.1 and 3.2, Transporter will implement the following steps in the following order:

(a) Transporter will identify the receipt point(s) from which gas is flowing that: 1)does not meet the gas quality specifications delineated above; and 2) is contributing to the gas quality problem identified by Transporter.

(b) Transporter will then rank these receipt points according to the degree by which such flowing gas fails to meet Transporter's specifications (for example, a receipt point which is flowing gas with 4% by volume of carbon dioxide will be ranked higher than a receipt point flowing 3% by volume of carbon dioxide).

(c) Transporter will notify the receipt point operators in the order of the ranking starting with the receipt point with the highest percentage of applicable contaminant until the problem is resolved. Transporter will make reasonable efforts to notify receipt point operators by telephone and via Transporter's Designated Site at the earliest time possible as to the action required and the time within which compliance is required, depending on the operational situation existing at the time. The required action may include any alternative that will alleviate the gas quality problem.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(d) Within two business days after resolving a gas quality problem, Transporter will post to its Designated Site: a description of the problem, the receipt point, the receipt point operator, the action required, the action taken, and the date and time that the problem was resolved.

3.6 Gas Analysis Equipment. If Transporter, in its reasonable judgment, determines that any additional or modified Gas analysis or control equipment is needed to accurately monitor the quality of Gas received at an existing Receipt Point and control the receipt of Gas failing to conform to the applicable quality specifications, then the Shipper(s) desiring to nominate at such Receipt Point will cause the interconnecting party at such Receipt Point to install such necessary additional or modified equipment.

Unless otherwise mutually agreed, if Transporter installs such additional or modified Gas analysis or control equipment, the interconnecting party will provide a contribution in aid of construction to Transporter for all actual costs incurred by Transporter, and reimburse Transporter for any related income taxes. The related income taxes will be the difference between Transporter's current federal and state income tax liability resulting from the contribution in aid of construction and the present value of Transporter's future tax benefits resulting from tax depreciation on such facilities, grossed-up for income taxes. The cash flow discount factor for the present value calculation will be the most recent weighted cost of capital percentage specifically approved by the Commission for deriving Transporter's Recourse Rates.

3.7 NAESB Standards Related to Gas Quality. NAESB WGQ Quadrant Electronic Delivery Mechanism Related Standards referenced below, will apply and are incorporated by reference:

NAESB WGQ Standards (Version 1.8):
4.3.89 through 4.3.93

GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT OF GAS

4.1 Unit of Volume. NAESB WGQ Flowing Gas Related Standard 2.3.10 (Version 1.8) will apply and is incorporated by reference.

The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a base temperature of 60 F. and at a base pressure of 14.73 psia. Such measured volumes, converted to Mcf, shall be multiplied by their gross heating value per cubic foot and divided by 1,000 to determine Dth received and delivered hereunder. The unit of volume for the purpose of balancing total receipts and deliveries of gas hereunder shall be one Dth.

4.2 Computation of Volume. The volumes of gas measured hereunder shall be computed in accordance with specifications prescribed by the American Gas Association, applied in a practical and appropriate manner. The absolute atmospheric pressure used for volume calculations shall be the average atmospheric pressure determined by calculations based on the actual elevation above sea level of the meter at the place of measurement.

4.3 Meters or Measurement Equipment. For purposes of this Section, Meters or Measurement Equipment shall mean the primary measurement element (i.e., orifice plate, turbine meter, etc.), and recording instruments. Gas delivered to Transporter at the Receipt Points shall be measured by measurement equipment installed, operated and maintained at or near such Receipt Points. Gas delivered by Transporter at the Delivery Points shall be measured by measurement equipment installed, operated and maintained at or near such Delivery Points. Where orifice meters are used they shall be installed and operated in accordance with the specifications prescribed in ANSI/API 2530 as supplemented and modified from time to time, applied in a practical and appropriate manner. Where positive displacement meters, turbine meters, or other measuring devices are used, they shall be installed and operated in accordance with recommendations of the American Gas Association, where available. The respective meter, meter readings and meter charts shall be accessible at all reasonable times to inspection and examination by the non-operating party. Calibration and adjustment of meters and changing of charts shall be done only by the party owning and operating the measurement facilities, unless otherwise agreed to by the parties.

GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT OF GAS (Continued)

4.4 Temperature and Specific Gravity. The following measurement factors shall be given due consideration.

(a) The temperature of the natural gas flowing through each meter shall be an assumed temperature arrived at by agreement or the actual measured temperature.

(b) The specific gravity of the gas shall be determined by the party operating the meter by calculation, adjusted for any difference between the specific gravity in the ideal state and in the real state in accordance with published procedures accepted by the American Gas Association.

4.5 Notice of Equipment Tests. Unless otherwise agreed to by the parties, the party operating the measurement facilities shall give notice to the other party of the time and location of all tests of gas delivered hereunder or of any equipment used in measuring or determining the nature or quality of such gas, in order that such other party may conveniently have its representative present. Should the non-operating party reasonably not be satisfied with any such test, it shall so notify the operating party and the operating party shall perform such retests as may be necessary to assure an accurate test.

4.6 Meter Testing. The accuracy of measurement equipment shall be verified at reasonable intervals by the party operating such equipment, and if requested, in the presence of representatives of the other party, unless otherwise agreed to by the parties. If either party notifies the other that it desires a special test of any measurement equipment, the operating party shall cooperate to secure an immediate verification of the accuracy of such measurement equipment and joint observation of any adjustments. The payment for all such tests shall be borne by the party requesting the test, unless otherwise agreed to by the parties.

4.7 Check Meters and Non-Interference. Either party may install and operate check meters at its option and expense to check the other party's primary measurement equipment, but measurement of gas shall be by the measurement equipment of the parties identified in Section 4.3. Such check meters shall be installed so as not to interfere with the operation of the primary measurement equipment of such parties. The parties shall

GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT OF GAS (Continued)

exercise care in the installation, maintenance and operation of check measuring, pressure regulating equipment or gas compressors so as to prevent any inaccuracy in the determination of the quantity or quality of gas being measured. If unacceptable square root error or gauge line error shifts occur, the installation of pulsation filters may be required by Northwest. The party responsible for the source of any pulsation shall also be responsible for the installation cost of remedial devices or filtering equipment to reduce or eliminate such pulsation. If disagreements over pulsation arise, a third-party consultant acceptable to both Transporter and Shipper will be consulted to resolve the problem.

4.8 Adjustment of Inaccuracies. NAESB WGQ Flowing Gas Related Standards 2.3.13 and 2.3.14 (Version 1.8) will apply and are incorporated by reference.

If the percentage of inaccuracy upon any test shall be an amount exceeding two percent (2%), the registration of such meter shall be corrected at the rate of such inaccuracy for any period which is definitely known or agreed upon. In the event the period is not definitely known or agreed upon, such correction shall be for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration. In no event shall inaccuracies of less than two (2) percent daily or 100 Dth monthly be corrected.

Following any test, measurement equipment found inaccurate shall be immediately restored by the operating party as closely as possible to a condition of accuracy. If the measurement equipment is out of service or out of repair for any reason so that the amount of gas delivered cannot be estimated or computed from the reading thereof, the amount of gas delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Transporter and Receiving Party upon the basis of the best data available using the first of the following methods which is feasible:

(a) by using the registration of the other party's check meter if installed and accurately registering; or

(b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or

GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT OF GAS (Continued)

(c) by estimating the quantity of deliveries by comparison with deliveries during preceding periods under similar conditions when the meter was registering accurately.

4.9 Correction of Volume Calculation Error. If, upon inspection and verification, any volume calculation error shall result in a daily volume inaccuracy exceeding two (2) percent, then the inaccuracy shall be corrected to zero error following verification by Transporter and Shipper, however, in no event shall inaccuracies less than two (2) percent daily or 100 Dth monthly be corrected.

4.10 Prior Period Adjustments. NAESB WGQ Flowing Gas Related Standards 2.3.11 and 2.3.12 (Version 1.8) will apply and are incorporated by reference.

4.11 Records Preservation. Each party shall preserve all test and measurement data, charts or similar records for a period of at least one (1) year or such other periods as shall be required under Part 225 of the Commission's regulations or the lawful requirements of any other governmental body, Federal or State, prescribing longer retention periods for any category of record.

GENERAL TERMS AND CONDITIONS
(Continued)

5. BILLING AND PAYMENT

5.1 Statement by Shipper. NAESB WGQ Flowing Gas Related Standard 2.3.7 (Version 1.8) will apply and is incorporated by reference.

Except where Transporter is the party designated as the party operating and maintaining the delivery point, Operator shall report or cause to be reported to Transporter the daily volumes and gross heating value of gas delivered pursuant to the Service Agreement by telephone, fax, Internet E-mail or other electronic means agreed to between the parties to Transporter's Gas Measurement Department by the fifth (5th) business day of the calendar month following the month of delivery of such volumes. Shipper shall furnish Transporter's Gas Measurement Department with a written statement that confirms such reported volumes by the tenth (10th) business day of the calendar month following the month of delivery.

5.2 Statement by Northwest. The following NAESB WGQ Invoicing Related Standard 3.3.14 (Version 1.8) will apply:

> "The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site."

NAESB WGQ Flowing Gas Related Standard 2.3.28, Invoicing Related Standards 3.3.1 through 3.3.13, 3.3.20 and 3.3.22 through 3.3.26, and Capacity Release Related Standards 5.3.22 and 5.3.23 (Version 1.8) also will apply and are incorporated by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

5. BILLING AND PAYMENT (Continued)

(d) The charges due and payable by Shipper for services rendered during the preceding Month or Months.

(e) The penalties due, if any, pursuant to Sections 14 and 15 of the General Terms and Conditions of this tariff.

5.3 Payment by Shipper. NAESB WGQ Invoicing Related Standards 3.3.17 and 3.3.18 (Version 1.8) will apply and are incorporated by reference.

On or before the twenty-fifth (25th) day of each calendar month, Shipper shall make payment to Transporter for all amounts due Transporter as set forth on the statement referred to in Section 5.2. Unless otherwise agreed to by Transporter, such payment shall be made by wire transfer on or before the due date to a depository designated by Transporter on its invoice. If Transporter agrees to accept payment by check, and unless otherwise agreed to by Transporter, such payment must be received on or before the twenty-fifth (25th) day of each calendar month at the address specified by Transporter on its Designated Site. If the 25th falls on a day that the designated depository is not open in normal course of business to receive Shipper's payment, or the 25th falls on a day that payment by check cannot be received by Transporter in normal course of business, then Shipper's payment by wire transfer shall be made, or payment by check shall be received, on or before the business day prior to the 25th that such depository or delivery is available.

GENERAL TERMS AND CONDITIONS
(Continued)

5. BILLING AND PAYMENT (Continued)

5.4 Failure to Pay Bills. Should Shipper fail to pay all of the amount of any bill, when the same becomes due, Transporter shall have the right to charge Shipper a late charge on the unpaid balance which shall accrue on each calendar day from the due date at the rate specified in Section 154.501(d) of the Commission's regulations. If such failure to pay continues for thirty (30) days after payment is due, Transporter, in addition to any other remedy it may have under the Service Agreement, may; (1) discontinue transportation service for self-implementing transactions without Commission approval, or (2) after application to and authorization by the Commission suspend further service until such amount is paid. However, if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Transporter such amounts as it concedes to be correct, then Transporter shall not be entitled to suspend further service.

5.5 Right to Set Off Unpaid Amounts. In the event that Shipper does not pay the full amount due in accordance with Section 5.3 hereof, without prejudice to any other rights or remedies it may have, Transporter shall have the right to withhold and set off payment of any amounts of monies due by Transporter to Shipper, whether in connection with the Service Agreement in dispute or otherwise, against any and all amounts or monies due or owing by Shipper to Transporter for services performed under the Service Agreement in dispute.

5.6 Disputed Statements and Prior Period Adjustments. NAESB WGQ Flowing Gas Related Standard 2.3.31 and Invoicing Related Standards 3.3.15, 3.3.16, 3.3.19 and 3.3.21 (Version 1.8) will apply and are incorporated by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

5. BILLING AND PAYMENT (Continued)

5.7 Record Retention. Transporter and Shipper shall retain all records pertaining to billing and payment for at least three (3) years.

5.8 Access to Records. Each party hereto, or its designated representative, shall have access to the books and records of the other party during normal business hours to the extent such records are applicable to measurement and quantities of gas delivered hereunder.

5.9 Establishment of Credit. NAESB WGQ Creditworthiness Standards 0.3.3 through 0.3.10 (Version 1.8) will apply and are incorporated by reference.

Transporter shall have the right to require Shipper to provide proof of ability to pay, satisfactory to Transporter, including advance deposits if deemed required by Transporter. Transporter shall pay interest on Shipper's advance deposit in accordance with Section 154.501(d) of the Commission's regulations.

5.10 Discount Policy. Any discounts to the currently effective maximum tariff rate will be applied to the base tariff reservation charge.

GENERAL TERMS AND CONDITIONS
(Continued)

6. STATUTORY REGULATION

6.1 Regulation. Transporter's rates, charges, classifications and services as set forth in this tariff are subject to regulation by the Commission under the Natural Gas Act, the Natural Gas Policy Act of 1978 and any successor or supplemental act. Transporter shall have the right to file from time to time with the Commission under Section 4 of the Natural Gas Act such new rate schedules and changes in its existing effective tariff as Transporter may find necessary from time to time to: (a) assure Transporter just and reasonable rates and charges, as well as a rate of return sufficient, inter alia, to service the debt, attract capital, permit facilities expansion and (b) efficiently and reliably manage its Transportation System to provide adequate natural gas service to all of Transporter's customers. Without in any way limiting the generality of the foregoing, Transporter shall have the right to file new rate schedules and or new tariff sheets fairly and appropriately reflecting changes in its costs or changes in the conditions of service attributable to such transportation or any other service provided. Shipper shall have the right to protest any such new rate schedules and changes before the Commission. Notwithstanding any other provision hereof, these provisions are subject to all valid legislation and all valid present or future orders, rules and regulations of duly constituted authorities now or hereafter having jurisdiction.

6.2 Filing Fees. Shipper shall reimburse Transporter for any and all filing fees incurred by Transporter in seeking necessary governmental authorizations for service or facilities requested by the Shipper under any Rate Schedule included in this tariff.

6.3 Imported Natural Gas. For imported Natural Gas tendered by Shipper for Transportation by Transporter under Rate Schedules TF-1, TF-2 or TI-1, Shipper agrees that it or the entity selling the imported Natural Gas to Shipper is the "importer of record" and Shipper will comply with all requirements for reporting and submitting payment of duties, fees, and taxes to the United States or agencies thereof to be made on imported Natural Gas and for making the declaration of entry pursuant to 19 CFR Section 141.19. Shipper agrees to indemnify and hold Transporter harmless from any and all claims of damage or violation of any applicable laws, ordinances and statutes which pertain to the importation of the gas transported hereunder and which require reporting and/or filing of fees in connection with said import.

GENERAL TERMS AND CONDITIONS
(Continued)

6. STATUTORY REGULATION (Continued)

6.4 Warranty Of Eligibility For Transportation. Shipper warrants that all Gas delivered to Transporter for Transportation under all Rate Schedules included in this Tariff will be eligible for Transportation in interstate commerce under the rules, regulations or orders of the Commission in existence at the time the Gas is shipped. Shipper will indemnify Transporter and save it harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees) and regulatory proceedings, arising from breach of this warranty.

7. LIABILITY AND RISK OF LOSS

7.1 Liability for Facilities. Each party assumes full responsibility and liability arising from the operation of the pipeline and facilities owned by it and agrees to hold the other party harmless from any liability of any nature arising from the owning party's installation, ownership, and operation thereof. Transporter shall have no obligation to odorize gas delivered to Shipper under this tariff nor to maintain any odorant level.

7.2 Risk of Loss. Except as otherwise provided in the Service Agreement, risk of loss to the volumes of gas transported shall pass to Transporter upon delivery to Transporter for Shipper's account and to Shipper upon delivery by Transporter for Shipper's account.

GENERAL TERMS AND CONDITIONS
(Continued)

8. TITLE TO GAS

8.1 Warranty of Title. Transporter accepts Shipper's gas at the Receipt Point(s) subject to the understanding that Shipper warrants that it will at the time of delivery of gas to Transporter for transportation, have good title to all gas so delivered to Transporter, free and clear of all liens, encumbrances and claims whatsoever, and that it will at such time of delivery have the right to deliver such gas. Transporter may also request Shipper's proof of right to purchase or transport such gas.

Subject to the foregoing, Transporter warrants that it will at the time of delivery of the transported gas to Shipper at the Delivery Point have the right to deliver said gas free and clear of all liens, encumbrances and claims whatsoever.

8.2 Buy/Sell. "Buy/sell" arrangements are those in which Shipper takes title to natural gas at or upstream of Transporter's receipt point in a transaction with a third party with the understanding and commitment that after the gas has been transported on Transporter's transmission system and delivered to Shipper at the delivery point, such gas will be returned to the third party and title to the gas reconveyed to the third party. All buy/sell arrangements existing prior to November 1, 1993, the date Transporter's capacity release mechanism went into effect, are grandfathered. Shipper warrants that the gas which it tenders for firm transportation will not be acquired by Shipper under buy/sell arrangements executed on or after such date.

8.3 Indemnity. Each party shall indemnify, save and hold the other party, its subsidiaries and/or affiliates and their directors, officers, employees and agents, free and harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of all persons to the gas delivered by it to such other party.8.2 Indemnity. Each party shall indemnify, save and hold the other party, its subsidiaries and/or affiliates and their directors, officers, employees and agents, free and harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of all persons to the gas delivered by it to such other party.

GENERAL TERMS AND CONDITIONS
(Continued)

8. TITLE TO GAS (Continued)

8.4 Waiver of Shipper Must Have Title Requirement. If Transporter acquires transportation and/or storage capacity on an off-system pipeline, Transporter will use such capacity for operational purposes and/or will render service to Shippers using such capacity pursuant to the terms and conditions of its tariff and at Commission-approved rates. For transactions subject to this Section 8.4, the "Shipper must have title" requirement is waived.

9. FORCE MAJEURE

Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any blockades, insurrections, riots, epidemics, flood, washouts, landslides, mudslides, earthquakes, extreme cold or freezing weather, lightning, rulers and peoples, civil disturbances, explosions, breakage or imminent breakage or freezing of or accident to machinery or line of pipe, the order of any court or governmental authority having jurisdiction, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance under the executed Service Agreement by either Transporter or Shipper, 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 to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due in respect of gas theretofore delivered and as provided for in Section 10 of Rate Schedule TF-1.

GENERAL TERMS AND CONDITIONS
(Continued)

10. INTERRUPTIONS OF SERVICE

10.1 Tests and Repairs. Transporter shall have the right, without liability to Shipper, to interrupt the transportation of gas for Shipper when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Transporter's pipeline system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper because of such interruptions.

10.2 Operational Control. Transporter shall retain full operational control of its pipeline system and shall at all times be entitled to schedule deliveries and to operate its pipeline system in a manner which, in Transporter's sole opinion, is consistent with the obligations and operating conditions as they may exist from time to time on Transporter's system, or which will allow Transporter to optimize the receipt and/or utilization of gas supplies on its transmission system now and in the future. Nothing in any Service Agreement shall be deemed to impinge on such operating flexibility.

11. SERVICE AGREEMENT AND SERVICE CONDITIONS

11.1 Form of Agreement. Transporter and Shipper shall electronically execute a Service Agreement covering the service contemplated using Transporter's standard Form of Service Agreement. The executed Service Agreement, together with the General Terms and Conditions and applicable Rate Schedule shall constitute the entire agreement between the parties for service provided therein and shall be modified only by mutual agreement, electronically in Northwest Passage. Except for the granting of temporary discounts pursuant to Section 3.3(b) of Rate Schedule TI-1 and Section 3.5(b) of Rate Schedule TIL-1, all modifications to Service Agreements must be made in accordance with Section 11.4 of the General Terms and Conditions of Transporter's Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

11.2 Electronic Execution. The Service Agreement is executed by Shipper when Shipper submits the required information electronically in Northwest Passage on Transporter's Designated Site. The Service Agreement is executed by Transporter if and when Transporter awards the Service Agreement in Northwest Passage. Electronic execution of a Service Agreement will be binding and enforceable in the same manner and to the same extent as execution of a Service Agreement in writing, and evidence of electronic execution, if introduced on paper, will be admissible to the same extent as other business records originated in written form. Shipper's use of the electronic execution feature of Northwest Passage to execute a Service Agreement, together with Transporter's award thereof, will constitute an executed Service Agreement between the parties in satisfaction of any applicable "statute of frauds."

11.3 Notices. Any notices called for in any Service Agreement or communications concerning such Service Agreement will be in written or electronic form and will be considered as having been duly given when delivered personally, or when mailed, faxed, or sent by other electronic measures to either Shipper or Transporter at the place designated. The place designated for Shipper will be the mailing address and contact information for Shipper as set forth on the Business Associate Information form submitted by Shipper, as revised from time to time. The place designated for Transporter will be set forth on Transporter's Designated Site.

11.4 Modifications to Service Agreements. For Service Agreements that currently are not in the format of the Form of Service Agreement contained in this Tariff, Shipper may voluntarily restate its agreement using the current Form of Service Agreement with preservation of all pre-existing contractual rights.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

If Transporter and Shipper desire to modify an existing Service Agreement, the following provisions will apply:

a) For modifications that are to become effective immediately, the Shipper must electronically submit a request in Northwest Passage to restate its existing Service Agreement in the format of the Form of Service Agreement in the Tariff. Such request must incorporate any effective Addendum to Service Agreement and any effective Amendment(s) made pursuant to Sections 11.5 or 22.12 of the General Terms and Conditions of this Tariff. However, any Addendum to Service Agreement and/or Amendment(s) that were executed before such restatement request which are not yet effective will continue.

b) For modifications that are to become effective at a future date, Shipper must: i) electronically submit a request in Northwest Passage to amend its existing Service Agreement using the Form of Service Agreement Amendment in the Tariff; and ii) have an existing Service Agreement in the format of the Form of Service Agreement in the Tariff. Such request must incorporate of any effective Addendum to Service Agreement and any effective Amendment(s) made pursuant to Sections 11.5 or 22.12 of the General Terms and Conditions of this Tariff. However, any Addendum to Service Agreement and/or Amendment(s) that were executed before such amendment request which are not yet effective will continue.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

11.5 Successors and Assigns. An executed Service Agreement will be binding upon and inure to the benefit of the parties and to their respective successors and assigns.

(a) If a Shipper has a corporate name change, including a name change due to a merger or acquisition of substantially all its assets by a third party, the following provisions will apply:

i. Shipper must immediately provide written notice and the necessary supporting documentation of the name change to Transporter;

ii. Shipper must electronically submit a request to Transporter to restate or amend all of its Service Agreement(s) or submit an Addendum to Service Agreement to reflect the name change;

iii. Shipper must satisfy Transporter's credit requirements;

iv. Shipper's electronic submission of the Addendum to Service Agreement will constitute Shipper's execution of an amendment to the Service Agreement. Transporter's acceptance of Shipper's name change and supporting documents and approval of Shipper's creditworthiness shall constitute Transporter's execution of an amendment to the Service Agreement;

v. Name changes must become effective on the first day of a month unless otherwise agreed to by Transporter and Shipper; and

vi. When a Releasing Shipper's Service Agreement has been revised to reflect a name change, the Service Agreement(s) of the related Replacement Shipper(s) will automatically be deemed amended to reflect the new name of the Releasing Shipper and an Addendum to Service Agreement documenting the name change will be added to such Replacement Shipper's related Service Agreement(s).

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

(b) A Shipper may temporarily or permanently release its firm contract rights to a Replacement Shipper pursuant to Section 22 of the General Terms and Conditions.

(c) A Shipper may assign a Service Agreement, instead of releasing its contract rights, only if the assignee is an affiliate of Shipper.

If a Shipper desires to assign its capacity to an affiliate of the Shipper, instead of releasing its capacity, the following provisions apply:

i. Shipper (Assignor) must immediately provide Transporter with written notice and the necessary supporting documentation of the assignment;

ii. Shipper (Assignor) must electronically submit a request to restate or amend all of its Service Agreement(s) or electronically submit an Addendum to Service Agreement to reflect the assignment;

iii. Shipper (Assignee) must electronically agree to such assignment request;

iv. Shipper (Assignee) must satisfy Transporter's credit requirements;

v. Transporter's consent to such assignment is required and will be demonstrated by its electronic execution of such assignment request. Transporter's consent will not unreasonably be withheld;

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

vi. Shipper's electronic submission of the Addendum to Service Agreement will be deemed Shipper's execution of an amendment to the Service Agreement. Transporter's acceptance of the assignment documentation and approval of Shipper's creditworthiness shall constitute Transporter's execution of an amendment to the Service Agreement;

vii. Assignments must become effective on the first day of the month unless otherwise agreed to by Transporter and Shippers (Assignor and Assignee);

viii. When a Releasing Shipper's Service Agreement has been revised to reflect an assignment, the Service Agreement(s) of the related Replacement Shipper(s) will be deemed amended to replace the Assignor's name with the Assignee's name and an Addendum to Service Agreement will automatically be added to such Replacement Shipper's related Service Agreement(s) to reflect such assignment.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

11.6 Post-Termination Obligations. Upon termination, a Service Agreement will cease to have any force or effect, save as to any unsatisfied obligations or liabilities of either party arising under the Service Agreement prior to the date of such termination, or arising thereafter as a result of such termination. Provided, however that this provision will not supersede any abandonment authorization which may be required.

11.7 Extension of Firm Service Agreement(s) Prior to Expiration. Prior to the expiration of the term of a firm Service Agreement(s) and prior to Transporter posting the availability of such capacity for competitive bid subject to a Shipper's right of first refusal, if any, Transporter and Shipper may mutually agree to negotiate the terms of Shipper's agreement(s) in exchange for Shipper's extension of all or a part of its existing service(s) under its agreement(s). Extensions of such Service Agreement(s) will be negotiated on a case-by-case basis in a not unduly discriminatory manner. To the extent that Transporter and Shipper have mutually agreed to extend such service, the posting and bidding requirements of Section 25.2(b) of the General Terms and Conditions of the Tariff will not apply.

11.8 Shipper Buy-Out of Firm Service Agreement.

(a) General. When Transporter is negotiating with a Shipper that is willing to subscribe to posted unsubscribed capacity or capacity offered in an open season, Transporter may agree to allow such Shipper the right to buy out of the resulting Service Agreement in its entirety.

(b) Eligibility. Transporter, on a not unduly discriminatory basis, will only agree to a buy-out if, in Transporter's reasonable judgment, it is financially beneficial to Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)

11.8 Shipper Buy-Out of Firm Service Agreement. (Continued)

To determine if the buy-out is financially beneficial, Transporter may take into account the term of the agreement, the rates, and the value, demand for, and alternative uses of, the capacity under the firm Service Agreement and any exit fee agreed to by Shipper as part of the negotiations to buy out of a firm Service Agreement.

(c) Negotiable Terms of Buy-out. Transporter will use its reasonable judgment to establish: 1) the time period in which Shipper must provide written notification to Transporter to implement its right to buy out of a firm Service Agreement; and 2) the payment schedule for Shipper to remit the negotiated exit fees to Transporter. All components of such exit fee will be negotiated between Transporter and Shipper, including any present value discount rate (should that be one of the components of the exit fee).

(d) Requirements to Exercise. To exercise its right to buy out of its firm Service Agreement, Shipper must, as of the effective date of the buy-out, have:

i. no unpaid invoice amounts;
ii. a zero imbalance;
iii. no outstanding releases of capacity pursuant to Section 22 of this Tariff; and
iv. no outstanding Facilities Reimbursement Obligation pursuant to Exhibit C on the Service Agreement.

(e) Agreement. The buy-out right negotiated between Transporter and Shipper will be stated on Exhibit E of Shipper's firm Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY

12.1 Scheduling Priorities for Transportation

If Transporter determines that its operationally available Transportation capacity through any point on its system is insufficient to accommodate all otherwise acceptable new Nominations for services under Rate Schedules TF-1, TF-2, TFL-1, TI-1 and TIL-1 in any Nomination cycle through such point, Transporter will schedule its operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for Primary Firm Service will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated pro rata based on the Primary Firm Service Rights associated with such Nominations through the constraint point.

(b) Second, Nominations for Secondary Firm Service will be scheduled as follows:

i) Nominations made pursuant to Rate Schedule TF-2 from the Plymouth LNG storage facility where the Nomination is at or in between the receipt and delivery point(s) listed on Shipper's associated TF-1 Firm Service Agreement;

ii) Nominations under any Commission-approved Firm Service Agreement with non-conforming provisions which provide Shipper with subordinate rights; and

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

iii) All other Nominations for Secondary Firm Service.

If all such Nominations cannot be accommodated, available capacity will be allocated pro rata based on nominating Shippers' CD.

(c) Third, Nominations for interruptible services and overrun services will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated based on the rates that apply to such services, from the highest to the lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations. Interruptible and overrun services are subject to bumping, as described in Section 12.6. For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

(i) Shippers that are not nominating at maximum rates and desire to elevate their scheduling priority by agreeing to pay a higher rate, not to exceed maximum rate, in the event such higher rate is necessary to allow an otherwise acceptable and confirmable Nomination to be scheduled, must indicate their willingness to do so at the time of Nomination.

(d) Fourth, Nominations for Makeup and Payback will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated pro rata based on such Nominations.

12.2 Scheduling Priorities for Jackson Prairie Storage

If Transporter determines that its operationally available injection, withdrawal and storage capacities at the Jackson Prairie storage facility are insufficient to accommodate Transporter's balancing needs as well as all otherwise acceptable new Nominations for services under Rate Schedules SGS-2F, SGS-2I, DEX-1 and PAL in any Nomination cycle, Transporter will schedule

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

its operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for firm service under Rate Schedule SGS-2F and Transporter's firm balancing rights will be scheduled. If all such Nominations cannot be accommodated, available capacity for injections will be allocated pro rata based on Transporter's and Shipper's Storage Capacities and available capacity for withdrawals will be allocated pro rata based on Transporter's and Shipper's Contract Demand, which is subject to the limitations in Rate Schedule SGS-2F, Section 9.2.

(b) Second, Nominations for deliveries of Deferred Exchange Quantities at Jackson Prairie under Rate Schedule DEX-1, up to the Daily Delivery Quantity, will be scheduled. If all such Nominations cannot be accommodated, capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations.

(c) Third, Nominations for Transporter's best-efforts system balancing requirements will be scheduled.

(d) Fourth, Nominations (including Shipper's requests for in-ground storage transfers) for interruptible storage capacity under Rate Schedules SGS-2F (as best-efforts), SGS-2I and/or PAL will be scheduled. If all such storage capacity Nominations cannot be accommodated, available capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations. To the extent there is more storage capacity than there is injection and/or withdrawal capacity, Transporter will separately and subsequently allocate capacity for in-ground transfer requests using the methodologies herein.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

After scheduling interruptible storage capacity, Nominations for injections/withdrawals for interruptible service under Rate Schedules SGS-2I, SGS-2F (best-efforts), DEX-1 (Deferred Exchange Quantities that exceed the Daily Delivery Quantity), and PAL will be scheduled. If all such injection and/or withdrawal Nominations cannot be accommodated, available capacity will be allocated pro rata based on otherwise acceptable and confirmable Nominations.

For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

12.3 Scheduling Priorities for Clay Basin Storage

If Transporter determines that its operationally available injection, withdrawal, and storage capacities at the Clay Basin storage facility are insufficient to accommodate all otherwise acceptable new Nominations related to system balancing and/or, for services under Rate Schedules DEX-1 and PAL in any Nomination cycle, Transporter will schedule the operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for Transporter's system-balancing requirements will be scheduled.

(b) Second, Nominations for deliveries of Deferred Exchange Quantity under Rate Schedule DEX-1, up to the Daily Delivery Quantity, will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations.

(c) Third, Nominations (including Shipper's requests for in-ground storage transfers) for interruptible storage capacity under Rate Schedule PAL will be scheduled. If all such storage

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

capacity Nominations cannot be accommodated, available capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations. To the extent there is more storage capacity than there is injection and/or withdrawal capacity, Transporter will separately and subsequently allocate capacity for in-ground transfer requests using the methodologies herein.

After scheduling interruptible storage capacity, Nominations for injections/withdrawals for interruptible service under Rate Schedules DEX-1 (Deferred Exchange Quantities that exceed the Daily Delivery Quantity) and PAL will be scheduled. If all such injection and/or withdrawal Nominations cannot be accommodated, available capacity will be allocated pro rata based on otherwise acceptable and confirmable Nominations.

For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

12.4 Scheduling Priorities for Plymouth LNG Facilities

If Transporter determines that its operationally available liquefaction and/or vaporization capacities at the Plymouth LNG storage facility are insufficient to accommodate all otherwise acceptable new Nominations for services under Rate Schedules LS-1, LS-2F and LS-2I in any Nomination cycle, Transporter will schedule its operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for firm service under Rate Schedules LS-1 and LS-2F will be scheduled. If all such Nominations cannot be accommodated, available liquefaction capacity will be allocated pro rata based on Shipper's Storage Capacities and available vaporization capacity will be allocated based on Shipper's Contract Demand.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

(b) Second, Nominations for interruptible service under Rate Schedules LS-2I and Nominations for overrun service under Rate Schedules LS-1 and LS-2F will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated according to the rates applicable to the service, from highest to lowest. For services at the same rates, any necessary allocations will be pro rata based on Nominations. For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

12.5 Negotiated Rate Used to Establish Priority

For non-firm services subject to Negotiated Rates, the rate used for scheduling priorities will be:

(1) the lower of the Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a stated rate;

(2) the lower of the minimum Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a formula rate with a specified minimum; or

(3) the corresponding minimum base rate set forth on the Statement of Rates, if the Negotiated Rate is a formula rate without a specified minimum.

12.6 Bumping

Previously Scheduled Quantities for interruptible, overrun or best-efforts, and park and loan services may be bumped in accordance with the following procedures:

(a) Transporter will give scheduling priority to Firm Nominations submitted during the evening Nomination and intraday 1 Nomination cycles over previously Scheduled Quantities for interruptible, overrun or best-efforts, and park and loan services. The elapsed-prorated-scheduled quantity process will apply to previously Scheduled Quantities bumped in the intraday 1 Nomination cycle.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

(b) If previously Scheduled Quantities will be reduced as a result of bumping, Transporter will report such reductions on its Designated Site .

12.7 Previously Scheduled Quantities at the Agreement Level

To the extent that a Shipper, by nomination, revises Scheduled Quantities on a service agreement through a receipt or delivery point, on the mainline or on a lateral in subsequent Nomination cycles, the quantity that remains scheduled on such Agreement through such point after the revision will not be considered a new Nomination through the point.

12.8 Curtailment Policy

If Transporter determines that operationally available capacity through any constraint point on its system has been reduced for any reason whatsoever to a level insufficient to accommodate all previously Scheduled Quantities, in the next scheduling cycle, Transporter will fill the reduced operationally available capacity as follows:

i) Elapsed-Prorated Scheduled Quantities will be scheduled first;

ii) Previously Scheduled Quantities will be scheduled second and will be scheduled using the priority levels delineated in Sections 12.1, 12.2, 12.3 or 12.4 above, except that Transporter will use the CD of the Firm Service Agreement as the basis for filling the reduced operationally available capacity (once scheduled in a NAESB cycle, Secondary Firm Nominations are deemed Primary Firm Nominations).

12.9 Shipper Notice Responsibility

Upon receipt of Transporter's notification of Scheduled Quantities under Section 12, Shipper will have the responsibility to inform its end-users, suppliers and all others involved in the affected transaction, except parties that interconnect with Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

12.10 Operating Limitations

Notwithstanding the other provisions of this Section 12, Transporter will not be required to interrupt service to any Shipper served from those locations on Transporter's system where, due to operational or capacity limitations, Transporter's ability to maintain the priorities provided herein would not be improved. Transporter will not be obligated to modify its system operations or its operating procedures related to firm service in order to ameliorate specific operating and capacity limitations which result in interruptible service curtailment.

12.11 Curtailment / Allocation Liability

If Transporter is required to curtail Scheduled Quantities or allocate available capacity during the term of the Service Agreement and if the curtailment or an allocation is implemented for any reason, Transporter will not be liable for any damages caused by implementation of curtailment and/or allocation procedures as set forth herein except to the extent that such curtailment and/or allocation is shown to be the result of negligence or misfeasance by Transporter.

12.12 Nominations Subsequent to the Intraday 2 Nomination Cycle

To the extent Transporter's existing transportation and storage obligations are not compromised, Shipper may request changes in Scheduled Quantities following the Intraday 2 Nomination Cycle. All Nominations must be confirmed by the upstream/downstream operators and Transporter.

. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS
(Continued)

13. GAS RESEARCH INSTITUTE VOLUNTARY CONTRIBUTIONS

13.1 Purpose. The Gas Research Institute ("GRI"), an Illinois not-for-profit corporation, has been organized for the purpose of sponsoring research, development and demonstration programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

13.2 Voluntary Contributions. Transporter will provide a "check the box" option on invoices for Shippers to voluntarily contribute funds to GRI.

13.3 Remittance to GRI. Transporter shall collect from Shippers and remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of voluntary GRI contributions.

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS

14.1 Nomination Procedure for Gas Receipts and Deliveries.

(a) Nominations. NAESB WGQ Nominations Related Standards 1.2.1, 1.3.2 through 1.3.9, 1.3.11, 1.3.13, 1.3.20, 1.3.21, 1.3.24, 1.3.25, 1.3.27, 1.3.32, 1.3.33, 1.3.35 through 1.3.50, 1.3.52 through 1.3.63 and 1.3.79 (Version 1.8) will apply and are incorporated by reference.

The following timelines in Central Clock Time (with Mountain Clock Times in parentheses) reflect NAESB WGQ Standard 1.3.2 (Version 1.8):

Timely Nomination Cycle (time on day prior to flow)

Nomination leaves control of Nominating Party	11:30 (10:30) A.M.
Receipt of nomination by Transporter	11:45 (10:45) A.M.
Quick response by Transporter for validity of data elements	12:00 Noon (11:00 A.M.)
Receipt of completed confirmations by Transporter from upstream and downstream connected parties	3:30 (2:30) P.M.
Scheduled quantities available to Shippers and point operators	4:30 (3:30) P.M.
Scheduled quantities commence flow	9:00 (8:00) A.M.(gas day)

Evening Nomination Cycle (time on day prior to flow)

Nomination leaves control of Nominating Party	6:00 (5:00) P.M.
Receipt of nomination by Transporter	6:15 (5:15) P.M.
Quick response by Transporter for validity of data elements	6:30 (5:30) P.M.
Receipt of completed confirmations by Transporter from upstream and downstream connected parties	9:00 (8:00) P.M.

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

(b) Balancing Nominations. Nominating Party shall similarly nominate to Transporter's Nomination personnel the quantity of natural gas to be used to balance Receiving Party Imbalances and Shipper Imbalances, as defined in Section 15 hereof, and shall schedule such balancing gas in accordance with Transporter's nomination procedures, subject to available capacity. A nomination request may include both daily nominations and balancing nominations but such nominations must be separately identified so that priorities of service can be maintained.

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RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

(i) NAESB WGQ Nominations Related Standard 1.3.19 (Version 1.8) will apply and is incorporated by reference.

(ii) Nominating Party/Shipper is responsible to ensure that the gas supply is available in sufficient quantity at the designated Receipt Points before the nominations are communicated to Transporter. Preceding the confirmation of nominations, Transporter has the right to verify the consistency of each nomination with Transporter's service agreements with Shipper(s), availability of capacity up and downstream of Transporter's system, and the availability of mainline capacity necessary to transport the gas. Transporter may reject nominations if such information cannot be verified. Transporter will notify Receiving Party and/or Nominating Party and/or Shipper of the quantity that Transporter can receive and deliver pursuant to the procedures in Section 14.4 below.

(iii) Nominating Party/Shipper is responsible for the accuracy of all nomination requests. Transporter will only receive nominations through Transporter's Designated Site. All nomination information, except volume data, is considered correct and confirmed by Nominating Party when it is communicated to Transporter.

(iv) Transporter shall not accept nominations for service under any Rate Schedule TI-1 Service Agreement with a Shipper which is also subject to Rate Schedule TF-1 (Small Customer) service unless such Shipper also has nominated its full contract demand for firm service under Rate Schedule TF-1 (Small Customer) for that day.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.2 Reserved.

14.3 Nomination Changes After the Start of the Gas Day. Nomination changes may be made after the start of the Gas Day pursuant to the Intraday 1 and Intraday 2 Nomination Cycles. Such transportation nominations will be subject as necessary to confirmation of the nomination changes with any involved third party upstream of the transportation receipt point and downstream of the transportation delivery point.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.4 Confirmation and Scheduling of Gas Receipts and Deliveries. NAESB WGQ Nominations Related Standards 1.3.22 and 1.3.23 (Version 1.8) will apply and are incorporated by reference.

All nominations are considered scheduled and confirmed for receipt and/or delivery when confirmations are made available to Nominating Party and/or Shipper and/or Receiving Party on Transporter's Designated Site.

14.5 Limitation Upon Transporter's Daily Transportation Obligation. Transporter shall not be obligated to deliver to Receiving Party or an interconnecting pipeline on any day a greater quantity of gas than it has received and scheduled for delivery. Transporter is not obligated to manipulate its pipeline operation in order for the Receiving Party to avoid unauthorized overruns as provided in Section 15 of the General Terms and Conditions, or the Receiving Party to avoid operating expenses of compression or other related facilities on its system.

. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

Entitlement Period is in effect or deliveries are less than authorized volumes in an undertake situation, the unauthorized overrun or underrun charge provisions as described in Section 15 of the General Terms and Conditions will apply.

The provisions of Section 14.3, Nomination Changes After the Start of the Gas Day, are applicable to allow Shippers to adjust receipts and/or deliveries as necessary during such Declared Entitlement Period.

14.7 Records of Scheduled Quantities. Transporter shall keep accurate records of the quantities of gas nominated and scheduled for transportation, and any imbalances, which records shall be made available to Receiving Party or Shipper upon request. If Receiving Party's gas is commingled with other gas at the point of receipt or at the point of delivery, the scheduling arrangements and Transporter's records shall include procedures for the allocation of the total quantity at such points. See Section 15 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.8 Arrangements Prior to Receipt and After Delivery. It shall be Shipper's obligation to make arrangements with other parties for delivery of gas into Transporter's system at the Receipt Point(s) and for the receipt of gas after transportation at the Delivery Point(s). Shipper shall be obligated in such arrangements to require dispatching and operating coordination with Transporter and access to appropriate charts and records. Such arrangements shall not be accepted by Transporter unless found to be satisfactory by Transporter. Shipper shall pay for any and all third party services including, but not limited to compression, processing, gathering, transportation or assigned nominating and balancing responsibilities or services.

14.9 Operating Information and Estimates. Upon request of Transporter, Shipper shall from time to time submit its best estimates of the daily, monthly and annual volumes of gas to be transported, including peak day requirements, together with such other operating data as Transporter may require in order to schedule its operations.

14.10 System Operations and Storage. Transporter shall not be required to compress transportation gas into its pipeline, lower its system operating pressure, alter the direction of gas flow, or alter other operation or utilization of its facilities or otherwise change its normal pipeline operations in order to receive, transport or deliver gas hereunder.

Transporter shall utilize its system storage capacity to accommodate transportation imbalances to the extent that existing transportation and storage obligations are not compromised.

14.11 Receipt and Delivery Points. Refer to Section 2 of the General Terms and Conditions for operating procedures and pressures at receipt and delivery points. Once confirmed as outlined in Section 14.4, service to an alternate receipt and/or delivery point shall have the same priority of service rights as a primary receipt and/or delivery point.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.12 Fuel Gas Reimbursement. NAESB WGQ Nominations Related Standards 1.3.15, 1.3.16 and 1.3.28 through 1.3.31 (Version 1.8) will apply and are incorporated by reference.

In addition to the payments for transportation and storage, Shipper will reimburse Transporter for Shipper's pro rata share of gas used for fuel, including lost or gained and unaccounted-for gas, based on a fuel use requirements factor (Factor) as set forth on Sheet No. 14. The Factor for Rate Schedules TF-1, TF-2, TI-1 and DEX-1 (Transportation Rate Schedules) and the Factor(s) for Rate Schedules TFL-1 and TIL-1 (Lateral Rate Schedules) will be determined semi-annually to become effective on April 1 and on October 1 of each year. A separate Factor will be determined for each Designated Lateral under the Lateral Rate Schedules. The Factor for Rate Schedules SGS-2F and SGS-2I, (Underground Storage Rate Schedules) and Rate Schedules LS-1, LS-2F and LS-2I (LNG Storage Rate Schedules) will be determined annually to become effective on April 1 of each year. Fuel usage and lost or gained and unaccounted-for volumes incurred at the Jackson Prairie Storage Project attributable to system balancing requirements will be included in the Factor for the Transportation Rate Schedules. The Factor for the Transportation Rate Schedules and the Factor(s) for the Lateral Rate Schedules may also include a component for volumetric increases or decreases to Transporter's system occurring during the prior calendar year as described below. The Factors will be calculated as follows:

(a) Projected fuel usage volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected fuel usage will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Storage Rate Schedules for the upcoming twelve months beginning April 1.

(b) Projected lost or gained and unaccounted-for volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected lost or gained and unaccounted-for volumes will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Storage Rate Schedules for the upcoming twelve months beginning April 1.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.13 Balancing. Balancing of thermally equivalent volumes of gas received and delivered shall be achieved as nearly as feasible on a daily basis, with any cumulative imbalance accounted for as provided in Section 15. Imbalance makeup shall be nominated and scheduled in accordance with the nomination procedures of this Section or netted or traded as provided in Section 15.

14.14 System Integrity. Nothing herein shall limit Transporter's right to take actions or to require Receiving Parties or Shippers hereunder to take actions of whatever nature may be required to correct any situations which may threaten the operation or integrity of its system, including maintenance of service to other customers. Among the actions Transporter shall be entitled to take is the issuance of Operational Flow Orders in accordance with Section 14.15 below.

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

14.15 Operational Flow Order ("OFO")

(a) General. NAESB WGQ Nominations Related Standards 1.3.26 and 1.3.34 (Version 1.8) will apply and are incorporated by reference.

This Section 14.15 will apply to any Shipper, including any Replacement Shipper, receiving firm service under any Rate Schedule contained in Third Revised Volume No. 1 of Transporter's FERC Gas Tariff. Transporter will issue OFOs when in its reasonable judgement Transporter determines OFOs are necessitated by the conditions described in Section 14.15(b) hereof, and when all other available operating measures, including storage options and excluding any firm service curtailment, have been exhausted.

This Section 14.15 also will apply to the implementation and administration of contract-specific OFOs issued by Transporter within the contract-specific OFO parameters set forth on Exhibit A of a Rate Schedule TF-1 Service Agreement.

(b) OFO Operational Conditions. An OFO may be issued to create the displacement capacity relied upon by Transporter to provide firm transportation from a primary or alternate receipt point to a primary or alternate delivery point to the extent that firm transportation using alternate points is supported by primary point capacity which entitles Shipper to primary firm transportation through the relevant corridor established by its primary points ("corridor rights"). (Primary receipt and delivery points are described in Sections 2 and 14.1 of the General Terms and Conditions of Northwest's tariff.)

An OFO may be issued when scheduled receipt and deliveries:

(i) will not maintain sufficient operating pressures required to satisfy firm transportation commitments;

(ii) will not prevent insufficient or excessive linepack for firm transportation commitments; and

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

releases as described in Section 23 of the General Terms and Conditions, less volumetric charges and all surcharges) received by Transporter from each and all of the specified Shippers for each applicable month. Such revenue credits shall be reflected as a credit billing adjustment to the next month's billings rendered after the applicable month. In the event that such credit billing adjustments would result in a credit total invoice to any Shipper, Transporter will refund the credit billing adjustment to the Shipper in cash within 15 days after determination of the amount of the credit due to the Shipper.

(h) Shipper Not Liable. Shipper will not be liable for any non-OFO penalties which might otherwise be imposed by Transporter with respect to any action taken by such Shipper in conformance with an OFO issued by Transporter.

(i) Transporter Not Liable. Transporter will not be liable for any damages, costs or expenses incurred as a result of an OFO unless such damages result from the negligence or willful misconduct of Transporter.

14.16 Disaster Recovery Procedures. In the event of a disaster such that Transporter's or Receiving Party's communication capability is not available for confirmation and scheduling of gas receipts and deliveries, nominations will remain in effect as confirmed for the most current day, unless alternate emergency communication methods are established. Transporter may declare an entitlement period on the system until normal communications are restored.

14.17 Interconnect Balancing Agreements. NAESB WGQ Flowing Gas Related Standard 2.3.29 (Version 1.8) will apply and is incorporated by reference.

Transporter may enter into and operate pursuant to interconnect balancing agreements with other pipelines or gas suppliers relating to operating procedures governing nominating, scheduling and balancing for the receipt or delivery of gas at points of interconnection. As part of the provisions of these agreements, Transporter will allow the trading of imbalances between receipt points or between delivery points located in the same geographical area. For receipt points, the same geographical area means receipt points located in the same market hub, or producing basins located within contiguous gathering areas. For delivery points, the same geographical area means the zones used by Northwest for nominations.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.18 Pre-Determined Allocations ("PDAs"). In the event an OBA is not in effect at a particular interconnecting point on Transporter's system, NAESB WGQ Flowing Gas Related Standards 2.3.1 through 2.3.6, 2.3.8, 2.3.15 through 2.3.23, and 2.3.25 through 2.3.27 (Version 1.8) will apply and are incorporated by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

14.19Pooling.

(a) NAESB WGQ Standards. NAESB WGQ Nominations Related Standards 1.3.17, 1.3.18 and 1.3.64 through 1.3.77 (Version 1.8) will apply and are incorporated by reference.

(b) General.

(i) Pools will be available as an optional service for supply aggregation from any requested receipt point to a pool and for delivery from a pool to any requested delivery point on Transporter's system.

(ii) Pool boundaries are reflected on Transporter's system map on Sheet No. 4. Associated Receipt Points for each pool are posted on Transporter's Designated Site and will be updated as needed to reflect the connection of new receipt points or the abandonment of existing receipt points. Proposed changes to pool boundaries will be posted on Transporter's Designated Site and will be submitted to the Commission at least 30 days prior to such changes being implemented. Any changes to pool boundaries will be proposed to become effective on the first day of a calendar month.

(iii) Sections 1, 2, 3, 4, 6, 9, 10, 14, 18 and 26 of the General Terms and Conditions of this tariff may apply to a Pooling Party that is not a Shipper. In those instances, the term "Shipper" will be synonymous with "Pooling Party," and the Pooling Party will be subject to the relevant provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES

15.1 Determination of Deliveries. This Section applies to those situations where the gas delivered by Transporter into the facilities of any Receiving Party is applicable to more than one Service Agreement.

Transporter shall attribute the total volume of gas delivered to Receiving Party each day to each Service Agreement in the following sequence as applicable:

(a) First - The volume of gas scheduled for delivery by Nominating Party and Transporter under firm transportation Service Agreements.

(b) Second - The volume of gas scheduled for delivery by Nominating Party and Transporter under interruptible transportation Service Agreements where Shipper is not the Receiving Party.

(c) Third - The volume of gas scheduled for delivery by Nominating Party and Transporter under interruptible transportation Service Agreements where Shipper is the Receiving Party.

15.2 Imbalances and Penalties at Delivery Points. Penalties and overrun and underrun charges as described in Sections 15.3 and 15.5 will be levied by Transporter against the Receiving Party who controls the facilities into which gas is delivered ("Receiving Party Imbalances") unless the Receiving Party has executed an OBA with Transporter and that OBA also covers receipts by Transporter from the Receiving Party. If the Receiving Party has not executed an OBA and incurs either an overage or underage in takes from Transporter, due to a failure to take quantities of gas equivalent to the total of all Nominating Party nominations for deliveries into its facilities, such penalties and overrun or underrun charges will be applied as described in this Section. Such Receiving Party will be responsible for all Receiving Party Imbalances and associated penalties and charges, regardless of whether or not the Receiving Party has a Service Agreement with Transporter. If any Receiving Party has more than one Service Agreement with Transporter, all Receiving Party Imbalances will be on that Service Agreement with Receiving Party which is last in the determination of delivery categories, as per Section 15.1, unless otherwise agreed upon by the parties.

GENERAL TERMS AND CONDITIONS (Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

Transporter will waive any penalties due to Receiving Party/Shipper Imbalances which result from errors made by Transporter or which result from force majeure invoked by Transporter. Transporter also will waive Receiving Party/Shipper Imbalance penalties for other good cause, including Transporter's reasonable judgment that Shipper's actions have not impaired Transporter's ability to provide reliable firm service. Such waivers will be applied uniformly in a not unduly discriminatory manner.

15.3 Receiving Party Imbalances and Penalties. If Receiving Party's cumulative monthly Receiving Party Imbalance is more than 5,000 Dth or 5 percent, above or below total confirmed nominations for that month, whichever is greater, Transporter shall notify Receiving Party that Receiving Party Imbalances exceed allowed tolerances. Such notice shall be provided by the fifteenth day of the month following the month service is rendered. Transporter will notify Receiving Party of any Receiving Party Imbalances, and specify whether a penalty situation exists. Receiving Party will be given 45 non-entitlement days from the date of notification by Transporter to eliminate any Receiving Party Imbalances. If at the end of such 45 non-entitlement day period Receiving Party remains in a penalty situation, Receiving Party shall pay a penalty to Transporter equal to $10.00/Dth on the imbalance over the greater of 5,000 Dth or 5%, as described above. Receiving Party Imbalances shall be cumulative and Receiving Party must specifically adjust nominations as necessary to eliminate such imbalances.

15.4 Receiving Party Imbalance Netting. Upon Shipper's request, Transporter will net Receiving Party Imbalances with Receiving Party Imbalances, and Receiving Party Imbalances with Shipper Imbalances (as defined in Section 15.7 hereof), between a Shipper's Service Agreements within an Operational Impact Area. Netting between a Shipper's Service Agreements, when offsetting a Receiving Party Imbalance with a Shipper Imbalance, will be limited to a maximum quantity equal to the smallest imbalance under the agreements being netted. If a Receiving Party fails to eliminate Receiving Party Imbalances within the allowed period referenced above, in addition to any penalties applied hereunder, Transporter shall have the right to adjust nominations, receipts or deliveries in order to achieve a balance. Receiving Party imbalances may also be eliminated by trading imbalances between Service Agreements with third parties as set forth in Section 15.9.

GENERAL TERMS AND CONDITIONS
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

15.5 Daily Overrun and Underrun Provisions.

(a) Unauthorized Overrun and Underrun Volumes. If, on any day, the total quantity of gas taken by Receiving Party from Transporter determined pursuant to Section 15.1 of the General Terms and Conditions exceeds or is less than the total quantity of gas which Receiving Party is entitled to take on such day as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each Declared Entitlement Period shall be specified as either an overrun or an underrun entitlement for Receiving Party such that only one penalty condition may exist at one time.

(b) Receiving Party's Daily Entitlement. The total quantity of gas which Receiving Party is entitled to take from Transporter on any day consists of the sum of the following quantities:

(i) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under firm transportation Service Agreements.

(ii) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under interruptible transportation Service Agreements.

If Receiving Party is receiving gas under some, but not all, of such Service Agreements, Receiving Party's entitlement shall be determined as the sum of the respective quantities shown above for only those Rate Schedules which are applicable.

(c) Daily Unauthorized Overrun and Underrun Charges. The Daily Unauthorized Overrun or Underrun Charges shall be applied, as explained below, during a Declared Entitlement Period, either as a result of capacity constraints, supply interruption or an undertake situation applicable to any Receiving Party, when Transporter has so notified such Receiving Party prior to the start of the Gas Day. These charges are not intended to apply to occasional or minor supply interruptions which would not have a detrimental impact on Transporter's operations or on other Receiving Parties. Under such circumstances, Transporter would not notify Receiving Party that a Declared Entitlement Period is in effect.

GENERAL TERMS AND CONDITIONS
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

In the event an undertake situation exists, Transporter shall notify each Receiving Party of the volume required to be taken off the system within the next 72 hours as imbalance make-up to eliminate the underrun imbalances so as to return the system to a reasonable operational level and avoid the imbalance penalty as specified in Section 15.5(c)(v). Such volumes shall be based upon cumulative underrun imbalances which contributed to the underrun imbalance problem as determined by Transporter's operational data up to the date of the Declared Entitlement Period and calculated for each Receiving Party in proportion to such party's undertakes. Daily unauthorized underrun charges as specified in Sections 15.5(c)(iii) and (iv) will also apply if Receiving Party causes additional unauthorized underrun imbalances during a Declared Entitlement Period.

Receiving Party shall pay Transporter for all unauthorized overrun or underrun volumes, as defined in Section 15.5(a) above, that meet or exceed the percentage specified by Transporter in its Declared Entitlement. Such percentage will be (i) in Transporter's sole discretion 3%, or, in the case of a Declared Entitlement announced on the day it is to be in effect, 5% for that day (Stage I), 8% (Stage II) or 13% (Stage III) of Receiving Party's entitlement as set forth in Section 15.5(b) with respect to unauthorized overrun volumes (individually, the "Threshold Percentage"), and (ii) 5% of Receiving Party's entitlement as set forth in Section 15.5(b) with respect to underrun volumes. The following amounts will be payable in addition to the amounts otherwise payable by Receiving Party to Transporter under Transporter's applicable Rate Schedules, subject only to the provisions set forth in (d) below:

(i) For that part of the unauthorized overrun volume which is at least the Threshold Percentage of Receiving Party's entitlement for such day, but less than the Threshold Percentage plus 2% of Receiving Party's entitlement for such day, an amount per Dth as set forth on Sheet No. 5 of this tariff.

(ii) For that part of the unauthorized overrun volume which is at least the Threshold Percentage plus 2% of Receiving Party's entitlement for such day, an amount per Dth as set forth on Sheet No. 5 of this tariff.

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

The penalty credits will be allocated to the Specified Shippers pro rata in proportion to total revenue excluding surcharges, net of credits from capacity releases as described in Section 23 of the General Terms and Conditions, received by Transporter from each and all of the Specified Shippers for each applicable month. Such penalty credits shall be reflected as a credit billing adjustment to each March billing for credits received during the prior calendar year. In the event that such credit billing adjustments would result in a credit total invoice to any Shipper, Transporter will refund the credit billing adjustment to the Shipper by check within 15 days after determination of the amount of the credit due to the Shipper.

15.7 Shipper Imbalances. At the time Transporter notifies Shippers of daily confirmations, Transporter will also notify Shippers of any imbalance resulting from the differences between upstream and downstream confirmations when either the upstream confirmation and/or downstream confirmation is for a nomination with an interconnecting pipeline ("Shipper Imbalances").

If a Shipper's cumulative monthly Shipper Imbalance is more than 5,000 Dth or 5 percent, above or below total confirmed nominations for the month, whichever is greater, the Shipper will have exceeded allowed tolerances. A Shipper will then have fifteen non-entitlement days from the date of Transporter's invoice showing a Shipper Imbalance in excess of allowed tolerances to eliminate such excess imbalance; otherwise, Shipper will be subject to a Shipper Imbalance penalty as described in Section 15.10. The fifteen-day period will be extended proportionately if, and to the extent that, Shipper's failure to eliminate its excess imbalance is caused by Transporter's inability, due to operating or force majeure conditions to accommodate Shipper's make-up nominations, provided such nominations are from Shippers primary receipt point(s). A Shipper may eliminate Shipper Imbalances by scheduling imbalance gas in accordance with the procedures outlined in Section 14 hereof.

15.8 Shipper Imbalance Netting. Upon Shipper's request, Transporter will net Shipper Imbalances with Shipper Imbalances, and Shipper Imbalances with Receiving Party Imbalances, between its Service Agreements. Netting between a Shipper's Service Agreements, when offsetting a Receiving Party Imbalance with a Shipper Imbalance, will be limited to a maximum quantity equal to the smallest imbalance under the agreements being netted. Shipper Imbalances may also be eliminated by trading imbalances with third parties as set forth in Section 15.9.

GENERAL TERMS AND CONDITIONS
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

day period, any gas which was delivered by Transporter for which equivalent volumes were not received by Transporter from Shipper shall be paid for by Shipper at $5.00 per Dth. Shipper shall pay such amount within 10 days after receipt of such bill. Any gas received by Transporter in excess of that delivered for Shipper which remains in Transporter's system at the end of the fifteen day period shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims related thereto.

15.12 Imbalances with Other Parties. Transporter shall not be responsible for eliminating any imbalances in volumes transported that accrue between Receiving Party or Shipper and any other party, including without limitation any volume imbalances that accrue between local distribution companies and specific end-users or between producers or pipelines and local distribution companies or end-users. Furthermore, Transporter shall not be obligated to adjust or deviate from its standard operating and accounting procedures in order to alleviate such imbalances.

15.13 Netting and Trading within Operational Impact Area. NAESB WGQ Flowing Gas Related Standard 2.3.30 (Version 1.8) will apply and is incorporated by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

16. FERC ANNUAL CHARGE ADJUSTMENT

16.1 Purpose. For the purpose of funding Northwest's share of the Commission's gas program costs, this section establishes an Annual Charge Adjustment ("ACA") provision to be applicable to service under Transporter's Rate Schedules as indicated on the Statement of Rates contained in this tariff.

16.2 Basis of the Annual Charge Adjustment. The Rate Schedules referenced in Section 16.1 shall include an increment for ACA charges as required by the Commission. Such adjustment charge shall be that increment adjusted to Transporter's pressure base and heating value, if required, which is listed on the Commission's Annual Charges Billing.

16.3 Filing Procedure. The notice period and proposed effective date of filings pursuant to this subsection shall be as authorized or ordered by the Commission. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

16.4 Remittance to the Commission. Transporter shall remit to the Commission, on/or before the date which is specified on the Annual Charges Billing, the Total Annual Charge stated on such billing.

16.5 Accounting Procedures. Transporter will record annual charges in Commission Account No. 928. Pursuant to Section 154.402(b) of the Commission's regulations, Transporter will not attempt to recover any annual charges previously recorded in Account No. 928 in a Natural Gas Act Section 4 rate case.

GENERAL TERMS AND CONDITIONS
(Continued)

17. STANDARDS OF CONDUCT

Transporter will comply with 18 CFR Part 358 of the Commission's regulations including posting in the informational posting section on Transporter's Designated Site the required information set forth in 18 CFR Part 358.

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. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS (Continued)

18. COMPLAINT PROCEDURES

18.1 Shippers are first encouraged to work with Transporter to resolve problems on an informal basis, prior to filing a formal complaint.

18.2 In the event of an unresolved problem, Shipper should submit a complaint in writing to Transporter at the following address:

Attention: Director, Marketing Services
Northwest Pipeline GP
P.O. Box 58900
295 Chipeta Way
Salt Lake City, UT 84158-0900

18.3 Transporter will respond initially within 48 hours and in writing within 30 days to such complaints.

18.4 If Shipper has exhausted all options in Sections 18.1 through 18.3, further discussion may be pursued with the Vice President, Customer Services and Rates.

18.5 A Shipper may also file a complaint with the Commission pursuant to 18 CFR Section 385.206 of the Commission's regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

19. NEGOTIATED RATES

19.1 Availability. Shipper and Transporter may agree to Negotiated Rates for a specific term of service under any open-access rate schedule contained in this tariff, provided that Shipper has not acquired its capacity through a temporary capacity release transaction pursuant to Section 22 of the General Terms and Conditions of this tariff. The rates shown on Transporter's Statement of Rates are available as Recourse Rates for any Shipper that does not negotiate a rate with Transporter.

19.2 Applicability.

(a) Existing Service. Notwithstanding anything to the contrary contained in this tariff, Transporter and Shipper may mutually agree to Negotiated Rates and contract term for all or any portion of the capacity under any existing open-access service agreement, provided that Shipper has not acquired its capacity through a temporary capacity release. If only a portion of the capacity under any existing open-access service agreement will be priced at Negotiated Rates, the original service agreement must first be bifurcated, and Recourse Rates will continue to apply to the service agreement not subject to the Negotiated Rates.

(b) New Service.

(1) Requests for Service. Transporter and Shipper may mutually agree to Negotiated Rates and contract term for any available capacity that is requested by Shipper, provided that such capacity has been posted for informational purposes, but is not posted for bid at the time of Shipper's request. If Shipper and Transporter mutually agree on a Negotiated Rate for the capacity, Transporter will post the terms of any such pre-arranged agreement in accordance with Section 25.2 of the General Terms and Conditions of Transporter's tariff, and other parties will have an opportunity to bid on the capacity. The pre-arranged Shipper will have a one-time right to match any higher bid in order to retain the capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

19. NEGOTIATED RATES (Continued)

(2) Bids on Posted Capacity. If available capacity, including capacity under expiring or terminating service agreements, is posted for bid pursuant to Section 25.2 of the General Terms and Conditions and Transporter has determined that it is willing to consider bids at Negotiated Rates, Transporter must specify in its posting that it will consider Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids.

19.3 Evaluation of Negotiated Rate Bids. If Transporter determines that it is willing to consider Negotiated Rate bids for available capacity that is posted pursuant to Section 25.2 of the General Terms and Conditions or deferred exchange service that is posted pursuant to Section 2.2 of Rate Schedule DEX-1, Transporter will state in its posting the specific basis on which Negotiated Rate bids will be considered and one of the following evaluation methods for determining the winning bid:

(a) Net Present Value (reservation rate x quantity x term, discounted using the discount rate(s) shown in the posting);
(b) Revenue (reservation rate x quantity); or
(c) Reservation Rate/Deferred Exchange Rate.

If Transporter specifies in its posting that it will accept Negotiated Rate bids tied to an index or indices, Transporter will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices has submitted the bid with the highest value and is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

Negotiated Rate bids in excess of Transporter's Maximum Base Tariff Rate for the applicable rate schedule will be treated as maximum rate offers for bid evaluation purposes.

19.4 Filing Requirement. Transporter will submit to the Commission a tariff sheet stating the name of the Shipper, the Negotiated Rate, the rate schedule, the receipt and delivery points, and the contract quantities applicable to any Negotiated Rate service agreement. Unless

GENERAL TERMS AND CONDITIONS
(Continued)

19. NEGOTIATED RATES (Continued)

Transporter executes and files a non-conforming service agreement, such tariff sheet will contain a statement that the Negotiated Rate service agreement does not deviate in any material aspect from the form of service agreement in the tariff for the applicable rate schedule.

19.5 Rate Treatment. Transporter will not seek in future general rate proceedings discount-type adjustments to demand charge billing determinants for capacity converted from Recourse Rate service agreements to Negotiated Rate service agreements, unless the Recourse Rate had been discounted. In those situations where Transporter had granted a market-justified discount to the Recourse Rate and subsequently converted the service agreement to a Negotiated Rate service agreement, Transporter may seek a discount-type adjustment. Such adjustment would be based on the greater of: (i) the Negotiated Rate revenues received or (ii) the discounted Recourse Rate revenues which otherwise would have been received.

19.6 Limitations. This section 19 does not authorize Transporter to negotiate terms and conditions of service.

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. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS
(Continued)

20. LIQUIDS REVENUE CREDITING

20.1 Applicability. Revenues received by Transporter related to the processing of mainline gas at Williams Gas Processing Company's (WGP) Ignacio Plant will be credited to all Shippers transporting gas on Transporter's system during the applicable time period.

20.2 Revenues to be Credited. Transporter will credit to eligible Shippers 100 percent (100%) of the annual liquids revenues it receives from WGP pursuant to the Joint Offer of Settlement Relating to Gas Processing in Docket No. RP95-409.

20.3 Distribution Method. Revenue credits will be distributed to all Shippers on a pro rata basis using each Shipper's monthly metered transportation quantities, as reflected on Shipper's invoice, as a percentage of the monthly total system transportation quantities for the applicable year. Revenue crediting will be based on all transportation service agreements utilized by each Shipper and not on an individual transportation service agreement basis.

20.4 Timing of Credits. Payment will be made annually as a credit against each Shipper's February invoice unless Transporter elects to issue checks in February to all Shippers. However, Transporter will issue a check to the Shipper if there is a net credit due the Shipper unless the Shipper requests that the credit be carried over to subsequent invoices due to a de minimis credit amount.

20.5 Interest. Transporter will pay interest to each Shipper, in accordance with the procedures outlined in Section 154.501(d) of the Commission's regulations, from the date the liquids revenues are received by Transporter each month to the date the annual revenue credits are disbursed to Shipper by check or, in the event of a credit against Shipper's invoice, to the date the invoice is due to be paid.

20.6 Prior Period Adjustments. For purposes of liquids revenues allocations, any adjustments affecting the transportation quantities for a prior month will be applied to the current month during which the adjustment was made.

GENERAL TERMS AND CONDITIONS
(Continued)

20. LIQUIDS REVENUE CREDITING

20.7 Record Retention and Audit Rights. Shippers may audit Transporter's books and records in order to review the calculations related to the allocation and crediting of the liquids revenues. Transporter will maintain books and records supporting its calculations for three years following revenue crediting to its Shippers. If revenue credits are in dispute, Shipper must notify Transporter within six (6) months following payment in accordance with the terms set forth in Section 5.

. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS (Continued)

21. RECEIPT AND DELIVERY FACILITIES

21.1 General. This section applies only to those receipt or delivery facilities contemplated by Section 1(b) of Rate Schedules TF-1, TF-2, TFL-1 and TIL-1 and Section 1(a) of Rate Schedule TI-1 needed to accommodate customer requests. This section does not apply to receipt or delivery facilities constructed by Transporter to accommodate new transportation commitments solicited by Transporter through an open season. This section is not intended to limit who may own, operate, install or pay for facilities upstream of a receipt point or downstream of a delivery point. It is the Shipper's responsibility to assure that all facilities installed and owned by Shipper or any other third party upstream of a receipt point or downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.).

21.2 Construction, Operation, and Ownership.

(a) Transporter will construct, own, operate and maintain all receipt and delivery facilities unless otherwise agreed to in writing by Transporter and Shipper. Regardless, Transporter will install, own and operate all taps and related valves or check valves on its transmission lines. Facilities to be constructed or modified may not compromise the operational integrity of Transporter's transmission system, and construction is subject to acquiring necessary regulatory approvals.

(b) If in its sole discretion Transporter determines that joint ownership of the facilities will not be detrimental to Transporter's system, Transporter will offer Shipper the option to acquire an ownership interest in the facilities in proportion to the amount of construction costs for which Shipper is responsible. Transporter will not transfer any ownership interest to Shipper prior to payment in full of the applicable cost of service described in Section 21.3(b).

(c) For any receipt or delivery facilities to be constructed by Shipper, Shipper will coordinate construction of such facilities with Transporter so that Transporter may reasonably have inspectors at the site during construction. All such facilities must include any rights-of-way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Shipper must be in accordance with Transporter's specifications. Transporter must approve related design drawings and bills of

GENERAL TERMS AND CONDITIONS
(Continued)

21. RECEIPT AND DELIVERY FACILITIES (Continued)

materials, and such construction will be subject to approval by Transporter's inspectors. Shipper will make a lump sum payment to Transporter for all costs associated with Transporter's design review and inspection of the facilities within 30 days of Transporter submitting an invoice detailing such costs. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified in the invoice. Shipper assumes full responsibility and liability and agrees to hold Transporter harmless from any liability of any nature arising from the installation of such facilities by Shipper or by a third party for Shipper.

21.3 Facilities Reimbursement. All receipt or delivery facilities constructed by Transporter hereunder will be paid for by Shipper as provided below:

(a) Shipper will reimburse Transporter in full upon completion of construction for the actual construction costs of facilities constructed by Transporter, and related income taxes (i.e., the difference between Transporter's current federal and state tax liability resulting from Shipper's reimbursement to Transporter of the actual construction costs of such facilities and the present value of Transporter's future tax benefits resulting from tax depreciation on such facilities, grossed-up for income taxes); or

(b) Shipper will reimburse Transporter for the cost of service attributable to subject facilities through a facilities surcharge under a valid transportation service agreement. The terms of reimbursement will be set forth on Exhibit C to the applicable Rate Schedule TF-1, TF-2, TI-1, TFL-1 or TIL-1 service agreement between Transporter and Shipper. Determination of the initial cost of service shall be consistent with the principles underlying Transporter's currently effective transportation rates at the time Transporter and Shipper execute an agreement for the construction of the facilities. Such applicable cost of service will be adjusted prospectively to reflect Commission-approved cost factors, including only operation and maintenance and administrative and general costs actually incurred as a result of

GENERAL TERMS AND CONDITIONS
(Continued)

21. RECEIPT AND DELIVERY FACILITIES (Continued)

the new facilities. Transporter and Shipper may agree on a rate method which provides flexibility regarding method of payment and timing of recovery of the cost of service for the facilities. Shipper may select from the following rate methodologies for determination of its facilities surcharge:

(1) volumetric rates;
(2) monthly cost-of-service charges;
(3) levelized rate payments; or
(4) a combination of reservation and volumetric charges.

(c) At its option, Transporter will pay all costs of acquiring any rights to real property upon which the contemplated facilities are to be constructed, as well as costs related to rights of ingress. Unless otherwise agreed, any rights of ownership and control associated with such real property will be retained by Transporter.

(d) The reimbursement obligation under Section 21.3(b) may be transferred to superseding or replacement service agreements as necessary, subject to Transporter's approval.

(e) Shipper may elect at any time to cease paying a facilities surcharge under Section 21.3(b) by paying Transporter for the then remaining net book value of the facilities, including any related income taxes, at which time the applicable service agreement will be amended to reflect the termination of Exhibit C.

(f) If Shipper elects to reimburse Transporter under Section 21.3(b) and subsequently ceases operations at the end-use point or receipt point for which the facilities were installed, or ceases to be a Rate Schedule TF-1, Rate Schedule TF-2, Rate Schedule TI-1, Rate Schedule TFL-1 or Rate Schedule TIL-1 Shipper (unless its facility cost reimbursement obligations hereunder are assumed by a Replacement Shipper), Shipper will notify Transporter of such occurrence within five business days of such occurrence. Shipper will pay Transporter for the then remaining net book value of the facilities, including any related income taxes, within 30 days after Transporter submits an invoice to Shipper. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified on the invoice.

GENERAL TERMS AND CONDITIONS
(Continued)

21. RECEIPT AND DELIVERY FACILITIES (Continued)

(g) If Transporter is unable to fully collect all associated costs of facilities from Shipper, Transporter will not seek recovery of such costs in a future rate proceeding, nor will such associated costs of facilities (whether collected from Shipper or not) be used to establish Transporter's general system rates.

21.4 Sharing of Expanded Facilities Costs. If Transporter agrees, at the request of a Shipper (Second Shipper), to increase or upgrade compression under this Section 21 to increase the capacity of lateral facilities previously constructed for a different Shipper (First Shipper) pursuant to this Section 21, the following cost sharing procedures will be applicable.

(a) Transporter will add its actual or imputed depreciated cost of the original facilities to the incremental expansion cost and apportion the combined costs between the First Shipper and the Second Shipper pro rata based on the original and incremental expansion firm design capacity of the subject facilities. (If the First Shipper reimbursed Transporter by a lump sum payment pursuant to Section 21.3(a), Transporter will calculate the imputed depreciated cost of the facilities using a depreciation rate equal to the higher of Transporter's mainline transmission depreciation rate or a depreciation rate based on the contract life of the First Shipper's service agreement for firm capacity on the subject facilities, if any.)

(b) If the resulting apportioned cost to the Second Shipper is greater than the incremental expansion cost, the Second Shipper's reimbursement responsibility under either Section 21.3(a) or Section 21.3(b) will be based on its apportioned cost. Otherwise, the Second Shipper will only be responsible for the incremental expansion cost.

(c) If the apportioned cost to the Second Shipper is greater than the incremental expansion cost, the difference (Cost Sharing Adjustment) will be credited or refunded by Transporter to the First Shipper, or a superseding or replacement Shipper pursuant to Section 21.3(d) (Subsequent Shipper), as applicable, pursuant to the following procedures:

(i) If the First Shipper and/or Subsequent Shipper is currently reimbursing Transporter for the cost of the

21. RECEIPT AND DELIVERY FACILITIES (Continued)

facilities through a facilities reimbursement surcharge pursuant to Section 21.3(b), Exhibit C to the First Shipper's and/or Subsequent Shipper's service agreement will be amended to reduce the rate base underlying the facilities reimbursement surcharge by the Cost Sharing Adjustment, to be effective on the in-service date of the expanded facilities.

(ii) If the First Shipper has reimbursed Transporter for the cost of the facilities through a lump sum payment pursuant to Section 21.3(a), the Cost Sharing Adjustment will be refunded to the First Shipper in a lump sum within 45 days following the in-service date of the expanded facilities. If the Second Shipper pays its apportioned cost to Transporter in a lump sum payment and pays related income taxes pursuant to Section 21.3(a), the portion of the related income taxes reimbursement attributable to the Cost Sharing Adjustment also will be included in Transporter's refund to the First Shipper. Further, if the First Shipper is the passive owner of the original facilities, its ownership interest will be reduced proportionate to the lump sum refund consistent with Section 21.2(b).

21.5 Existing Facilities. If Transporter has previously paid for all or a portion of receipt or delivery point facilities under a facilities agreement with Shipper, Shipper will, nevertheless, promptly pay Transporter for Transporter's remaining net book value of such facilities, including any related income taxes, when either of the following events occurs: (1) Transporter's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) Shipper permanently ceases operations at the end-use point or receipt point adjacent to where the facilities were installed.

21.6 Waiver of Facilities Reimbursement Policy. Transporter reserves the right to seek a waiver of the foregoing facilities reimbursement policy, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act. Nothing in this policy statement will require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act or will prohibit Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act.

GENERAL TERMS AND CONDITIONS
(Continued)

22. CAPACITY RELEASE GENERAL PROVISIONS.

22.1 Definitions. For the purposes of this Section 22, the following definitions will apply to Capacity Releases.

(a) Releasing Shipper: A firm Shipper or Replacement Shipper under an executed Service Agreement subject to Part 284 of the Commission's regulations who intends to have Transporter post to Transporter's Designated Site all or any portion of its firm service to be released to a Replacement Shipper, or to a Prearranged Replacement Shipper through a prearranged capacity release transaction, or which has released its firm service.

(b) Replacement Shipper: A Shipper which has contracted for service with Transporter subject to Part 284 of the Commission's regulations to utilize a Releasing Shipper's released firm service for a specified period of time. Replacement Shippers must meet all of the terms and conditions of Transporter's tariff as required of any other Shipper.

(c) Potential Replacement Shipper: A Shipper which desires to acquire released firm capacity.

(d) Prearranged Replacement Shipper: A party who desires to contract directly for or who has contracted directly for capacity which is subject to Part 284 of the Commission's regulations and who has agreed to the terms of a capacity release transaction directly with a Releasing Shipper, which terms are posted to Transporter's Designated Site. Prearranged Replacement Shippers must meet all of the terms and conditions of Transporter's tariff as required of any other Shipper.

(e) Bidder: A party submitting a bid(s) to Transporter's Designated Site for released capacity.

(f) Open Bidding: Full disclosure of the bid(s) submitted to Transporter's Designated Site, excluding the bidder(s) name.

GENERAL TERMS AND CONDITIONS
(Continued)

22. CAPACITY RELEASE (Continued)

(g) The Economic Value of a bid: The total net present value of the demand and capacity charge bid for the release of storage capacity or of the reservation charge bid for the release of transportation capacity. The net present value shall be computed from the monthly demand and capacity, or reservation revenues to be received over the term of the release contract, using the
discounted cash flow rate of return methodology, with the rate of discounting to be published on Transporter's Designated Site, as amended from time to time. NAESB WGQ Capacity Release Related Standard 5.3.3 (Version 1.8) will apply and is incorporated by reference.

(h) Open Season: The minimum number of business days allowed for posting releases and accepting bids.

22.2. General Provisions. NAESB WGQ Capacity Release Related Standards 5.3.1, 5.3.4, 5.3.5, 5.3.7 through 5.3.9, 5.3.18, 5.3.20, 5.3.21, 5.3.24, and 5.3.31 through 5.3.43 (Version 1.8) will apply and are incorporated by reference.

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GENERAL TERMS AND CONDITIONS (Continued)

22.2 CAPACITY RELEASE GENERAL PROVISIONS (Continued)

(a) Any firm Shipper (Releasing Shipper) is eligible to release all or any part of its firm transportation capacity, defined, with respect to Rate Schedules TF-1, TF-2 and TFL-1, as capacity between primary receipt and delivery points, for use by another party (Prearranged Replacement Shipper or Replacement Shipper) for a minimum term of one (1) day and a maximum term not to exceed the remaining term of the Releasing Shipper's firm Service Agreement.

(1) If a Shipper wishes to temporarily release a part of its capacity and Transporter determines that such a release could create operational problems (such as reducing Releasing Shipper's ability to respond to an OFO pursuant to Section 14.15 of the General Terms and Conditions), then either (i) Releasing Shipper must amend its Service Agreement to incorporate a contract-specific flow requirement on its retained capacity that would enable Transporter to duplicate the displacement capacity available under the Releasing Shipper's Service Agreement as it exists prior to such release, or (ii) Releasing Shipper must condition its release on the Replacement Shipper or Prearranged Replacement Shipper being subject to a contract-specific flow requirement on its newly acquired capacity, or (iii) the Replacement Shipper's Service Agreement must indicate that it is subject to recall in accordance with Section 22.2(a)(2).

(2) If Replacement Shipper's Service Agreement indicates that it is subject to recall pursuant to this Section 22.2(a)(2), and if Transporter provides notification that issuance of a general OFO under Section 14.15 is imminent, then Releasing Shipper either (i) must recall sufficient capacity from the Replacement Shipper prior to the Evening Nomination cycle following notification from Transporter to reinstate Releasing Shipper's pre-release ability to respond to a general OFO, or (ii) take other action that is acceptable to Transporter to satisfy such OFO obligation.

(3) If a Shipper wishes to permanently release only a part of its firm transportation capacity, such Shipper's aggregate MDQs and aggregate MDDOs must be released by the same percentage as the Contract Demand is released. Shipper

GENERAL TERMS AND CONDITIONS
Continued)

22.2 CAPACITY RELEASE GENERAL PROVISIONS (Continued)

may specify the MDQs it wishes to release at each Receipt Point and the MDDOs it wishes to release at each Delivery Point.

(4) A Rate Schedule TF-2 Shipper may only release the Annual Contract Quantity and Contract Demand set forth in its executed Service Agreement that is unused. The unused Annual Contract Quantity is such Shipper's Annual Contract Quantity reduced by the amount of transportation service received by such Shipper during the same twelve-month period ending September 30 through the effective date of the release. In addition, the amount of Contract Demand available for release will be the Shipper's Contract Demand multiplied by a factor derived by dividing such Shipper's unused Annual Contract Quantity by its Annual Contract Quantity.

(5) A Releasing Shipper can segment its firm capacity under a Rate Schedule TF-1 or Rate Schedule TFL-1 Service Agreement by posting a release of such firm capacity from any physical Receipt Point to any physical delivery point subject to availability of capacity at and between the designated points.

(6) Any Replacement Shipper or Prearranged Replacement Shipper which has previously contracted for released capacity may also release the capacity to another party, thereby becoming a Releasing Shipper, subject to the notification and bidding requirements of this Section 22.

(b) Shippers releasing firm storage rights shall be subject to the notification and bidding requirements set forth in Section 22. Unless otherwise specified by the Releasing Shipper, Rate Schedule SGS-2F storage capacity will be released as one package which includes the storage injection and withdrawal rights and the associated storage capacity rights. In addition, the Rate Schedule SGS-2F Releasing Shipper must specify the level of Working Gas Quantity associated with the release for the purpose of calculating Unavailable Working Gas. Unless otherwise specified by the Releasing Shipper, Rate Schedule LS-2F storage capacity can only be released as one package which includes the storage liquefaction and vaporization rights and associated

GENERAL TERMS AND CONDITIONS
(Continued)

22.2 CAPACITY RELEASE GENERAL PROVISIONS (Continued)

capacity rights. If Replacement Shipper fails to withdraw or vaporize, as applicable, all gas inventory within three (3) days of termination of the replacement agreement, then Transporter shall take title to any such remaining inventory free and clear of any adverse claims.

(c) Potential Replacement Shippers may post offers to purchase capacity to Transporter's Designated Site. If an offer to purchase results in a capacity release being offered, such release is subject to the bidding requirements of this Section. Offers to purchase capacity must include desired receipt and delivery point(s), contract volume, and contract term.

22.3 CAPACITY RELEASE OFFERS.

All requests to release capacity shall be made through Transporter's Designated Site setting forth the following:

1. Releasing Shipper's name, contract number and contract quantity to be released and, for Rate Schedule TF-2 releases, the unused Annual Contract Quantity and proportional Contract Demand;

2. receipt point(s), delivery point(s) and volumes associated with each;

3. if a storage release, the volume of storage withdrawal or vaporization and storage capacity rights;

4. commencement date for the release, termination date for the release;

5. minimum percentage of volume and minimum term for the release which Releasing Shipper is willing to accept;

6. any specific conditions of the release, which conditions must be objectively stated, applicable to all bidders, operationally feasible, non-discriminatory to other Shippers and consistent with this Tariff. If Releasing Shipper submits no release conditions, or Transporter finds the requested conditions operationally infeasible or inconsistent with this Tariff, the released

GENERAL TERMS AND CONDITIONS
(Continued)

22.3 CAPACITY RELEASE OFFERS (Continued)

capacity shall be subject to the conditions currently effective in this Tariff. Releasing Shipper must notify Transporter if the minimum conditions precedent to the release are not to be posted on Transporter's Designated Site until after the capacity is awarded;

7. if Releasing Shipper desires to release capacity on the basis of a volumetric rate, Releasing Shipper must provide the criteria Releasing Shipper desires Transporter to use in the evaluation of volumetric bids and any other terms and conditions of the release;

8. if Releasing Shipper has secured a Prearranged Replacement Shipper, the release request must also contain:

(a) the name of the Prearranged Replacement Shipper;

(b) the rate and term of the bid which such Prearranged Replacement Shipper is willing to pay;

(c) whether the transaction is being made pursuant to: i) a standard capacity release, ii) the implementation of an Asset Management Arrangement, as defined in 18 C.F.R. Section 284.8 (h)(3) ("AMA"), or iii) a state-regulated retail access program, as defined in 18 C.F.R. Section 284.8 (h)(4); and

(d) whether the Prearranged Replacement Shipper is affiliated with the Releasing Shipper.

9. if Releasing Shipper has secured a Prearranged Replacement Shipper pursuant to the implementation of an AMA transaction, the release request must also contain AMA Special Terms and Conditions which: 1) state that the release is being made to implement an AMA; and 2) specifies the quantity and term commitment of the Replacement Shipper's delivery or purchase obligation to the Releasing Shipper;

22.3 CAPACITY RELEASE OFFERS (Continued)

10. whether Releasing Shipper is willing to accept contingent bids that extend beyond the open season and the terms and conditions applicable to such contingency, including the rights and obligations of the next highest Bidder to secure the released capacity in the event that the contingency is not fulfilled or the winning contingent Bidder exercises its option not to take the capacity. The date to which the contingency may be extended must end at least four (4) working days prior to the effective date of the release.

22.4 CAPACTIY RELEASE BIDS.

(a) All bids for released capacity shall be made through Transporter's Designated Site setting forth the following:

1. Bidder's name and capacity release number bidding on;

2. receipt point(s) and delivery point(s) bidding on and the volume and rate associated with each;

3. if bidding on storage, the volume and rates for both the storage withdrawal or vaporization rights and the storage capacity rights;

4. term of bid;

5. minimum percentage of the volume which the Bidder is willing to accept; and

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22.4 CAPACITY RELEASE BIDS (Continued)

6. any affiliation of the releasing shipper involved in the transaction.

(b) A Releasing Shipper may specify that bids may be accepted on a volumetric rate basis.

(c) Releases of Rate Schedule SGS-2F and LS-2F service shall be acquired either through separate bids to pay the applicable Demand and/or Capacity Demand charge(s) or, if released on a volumetric bid basis, through separate bids to pay for usage on a daily basis of contract demand withdrawn or vaporized, as applicable, and storage capacity used.

(d) All bids shall be submitted in amounts which a Replacement Shipper or Prearranged Replacement Shipper agrees to pay to Transporter for the right to demand firm services, including undiscounted reservation surcharges, if applicable. Such bids shall exclude Transporter's volumetric charges and volumetric surcharges, including liquefaction and vaporization volumetric charges, applicable to each service as included in Transporter's rates, which rate components must be paid to Transporter by the successful bidding Replacement Shipper or Prearranged Replacement Shipper in addition to the bid amounts. The Releasing Shipper shall not be responsible for continuing to pay such volumetric charges and volumetric surcharges for the capacity released during the term of each release, nor for penalties incurred by the Replacement Shipper or Prearranged Replacement Shipper.

22.5 CAPACITY RELEASE AWARD PROCESS FOR BIDDABLE TRANSACTIONS.

(a) Transporter shall determine the winning bid. Unless Releasing Shipper specifies otherwise, bids will be evaluated based on the economic value of the demand and capacity or reservation charges bid by each Bidder. After the economic value of each bid for each receipt and delivery point combination has been determined, and if the capacity to be allocated to the highest Bidders would not result in awarding all of the capacity to be released, then Transporter shall award the remaining

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22.5 CAPACITY RELEASE AWARD PROCESS FOR BIDDABLE TRANSACTIONS (Continued)

capacity based on the economic value of each bid for each receipt and delivery point combination, from highest economic value to lowest economic value, with the process of awarding capacity to Bidders continuing until all of the capacity has been awarded or until all valid bids have been accepted. Transporter shall break ties and determine the winning bid(s) in those situations by holding a lottery using a computerized random number generator unless the releasing Shipper specifies another non-discriminatory method for determining the winning bid.

A Releasing Shipper may specify and post to Transporter's Designated Site an objectively stated, nondiscriminatory standard for Transporter to use in determining the best bid(s), including the criteria to be used by Transporter in evaluating volumetric bid(s) and, subject to Section 22.2(j), repackaged bids. If Releasing Shipper provides insufficient criteria for Transporter to use in evaluating volumetric rate bid(s), Transporter will evaluate volumetric bids based on the rate which is bid, or, in the case of services for which multiple bids are required, the sum of such bids.

(b) At Releasing Shipper's request using reasonable, objective criteria for repackaging, Transporter may repackage bids for the same release to maximize the economic value of the released capacity i.e., discrete bids for portions or segments of the released capacity may be repackaged for evaluation; provided, however that Transporter shall be under no obligation to repackage bids if Transporter determines that such repackaging is not administratively or operationally feasible.

22.6 CAPACITY RELEASE CREDIT REQUIREMENTS.

(a) A Replacement Shipper or Prearranged Replacement Shipper must comply with Section 5.9 of the General Terms and Conditions of this tariff. Such Shipper must submit a request for pre-qualification for credit as a Shipper to Transporter in order to submit a bid for capacity release service.

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22.6 CAPACITY RELEASE CREDIT REQUIREMENTS. (Continued)

(b) Exception. A Prearranged Replacement Shipper will automatically be pre-qualified for credit if a creditworthy Releasing Shipper elects to assume all liability for any unpaid charges (all reservation and commodity based charges) incurred by such prearranged capacity release transaction by posting its assumption of such liability in the special terms and conditions of its Offer.

22.7 CAPACITY RELEASE MISCELLANEOUS PROVISIONS.

(a) Releasing Shipper is responsible for payment of demand and capacity charges for the release of storage capacity and reservation charges for the release of transportation capacity, as well as any applicable reservation surcharges under the firm Service Agreement as it existed before any release(s), except as provided in subsection 22.4(c) above and in Section 23. Releasing Shipper also is responsible for payment obligations, payment procedures and crediting mechanisms that vary from or are in addition to those set forth herein when those provisions are part of a Negotiated Rate service agreement.

(b) Transporter shall not be liable to Releasing Shipper for the revenue credits provided for in Section 23 of the General Terms and Conditions in the event any Replacement Shipper fails to pay any applicable demand, capacity, or reservation charges or applicable reservation surcharges to Transporter. However, releasing Shipper shall retain a subrogated right to demand payment from any Replacement Shipper or Prearranged Replacement Shipper in the event any Replacement Shipper or Prearranged Replacement Shipper is delinquent on any such payment owed Transporter.

GENERAL TERMS AND CONDITIONS
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22.7 CAPACITY RELEASE MISCELLANEOUS PROVISIONS (Continued)

(c) Bids may be submitted for any segment of released Rate Schedule TF-1 or Rate Schedule TFL-1 capacity subject to the availability of metering and pipeline capacity at and between the requested receipt and delivery points. Replacement Shippers or Prearranged Replacement Shippers may change primary receipt or delivery points as specified in this Tariff during the term of a capacity release.

At the expiration of each release such changes shall terminate and the Releasing Shipper shall be entitled to its rights at receipt and delivery points as they existed prior to the release.

(d) A Releasing Shipper may withdraw its release in accordance with NAESB Standard 5.3.14 and prior to receipt of a valid bid.

(e) A Bidder may withdraw its bid in accordance with NAESB Standard 5.3.13, provided, however, that the Bidder may not then resubmit a bid with a lower Economic Value for the same capacity. Bidder may not submit multiple bids on the same release package.

22.7 CAPACITY RELEASE MISCELLANEOUS PROVISIONS (Continued)

(f) Transporter will provide service to a Replacement Shipper or a Prearranged Replacement Shipper pursuant to an electronically executed Service Agreement. The Replacement Shipper's or Prearranged Replacement Shipper's execution of the Service Agreement occurs automatically upon posting of its bid and Transporter's execution occurs upon award. Transporter's accepted bid for release of firm capacity and any conditions of the release contained in the Releasing Shipper's posting of the release will be reflected on the exhibits to the Service Agreement between Transporter and the Replacement Shipper or Prearranged Replacement Shipper. Releasing Shipper's rights under its Service Agreement also will be deemed modified consistent with Transporter's accepted bid for release of firm capacity and any conditions of the release reflected on the exhibits to the Service Agreement between Transporter and the Replacement Shipper or Prearranged Replacement Shipper.

(g) Transporter may assess a marketing fee to a Releasing Shipper, if agreed upon by both Transporter and Releasing Shipper, pursuant to a separately negotiated marketing contract, for marketing services to be performed by Transporter.

(h) All terms of Capacity Release transactions between Transporter, the Releasing Shipper and the Replacement Shipper or Prearranged Replacement Shipper, must be agreed to through the public notification and posting procedures contained herein.

GENERAL TERMS AND CONDITIONS
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22.7 CAPACITY RELEASE MISCELLANEOUS PROVISIONS (Continued)

(i) In the event a capacity release transaction is not effective prior to the Evening Nomination cycle applicable to the initial day of the capacity release, the contract demand released as reflected in the Releasing Shipper's amended Service Agreement and the contract demand acquired as stated in the Replacement Shipper's Service Agreement may be modified for the initial day of the release to prevent such contract demand from exceeding two-thirds of the Releasing Shipper's available contract demand if the release precedes the Intraday 1 nomination cycle or one-half of the Releasing Shipper's available contract demand if the release precedes only the Intraday 2 nomination cycle.

(j) For a capacity re-release transaction, both the Releasing Shipper's posting of the offer and the exhibits to the new Replacement Shipper's Service Agreement will reflect the "standard capacity release conditions" included on Exhibit A to the Releasing Shipper's Service Agreement that must also apply to the new Replacement Shipper in order to preserve the previous Releasing Shipper's rights and obligations.

(k) The "additional capacity release conditions" included on Exhibit A to the Replacement Shipper's Service Agreement will not cause Transporter to modify any existing notification procedures. Transporter does not assume or accept any liability or responsibility to enforce or administer any additional capacity release conditions that a Releasing Shipper may impose. Releasing Shipper and Replacement Shipper will indemnify Transporter for any claims made against Transporter by the other that arise out of any additional capacity release conditions imposed by Releasing Shipper.

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22. CAPACITY RELEASE (Continued)

22.8 CAPACITY RELEASE OPEN SEASONS.

NAESB WGQ Capacity Release Related Standards 5.3.2, 5.3.10 through 5.3.17, 5.3.19, and 5.3.25 through 5.3.30 (Version 1.8) will apply and are incorporated by reference.

22.9 CAPACITY RELEASE TIMELINES.

The following Capacity Release timelines in Central Clock Time (with Mountain Clock Time in parentheses) reflect NAESB WGQ Standard 5.3.2 (Version 1.8):

Biddable Releases (less than one year).

Timeline pertains to a Business Day:

Offers Tendered:	Noon (11:00 A.M.)
Open Season Ends:	1:00 P.M. (Noon)
Evaluation Begins:	1:00 P.M. (Noon)
Contingency eliminated.	
Best bid determined.	
Ties broken.	
Evaluation Ends:	2:00 (1:00) P.M.
Award Posted if no Match:	2:00 (1:00) P.M.
Match Response:	2:30 (1:30) P.M.
Award Posted if Match:	3:00 (2:00) P.M.
Contract Issued:	Within One Hour of Award Posting
Nomination Possible:	Next Available Nomination Cycle for Effective Date of Contract

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22.9 CAPACITY RELEASE TIMELINES (Continued)

Biddable Releases (one year or more).

Timeline pertains to four Business Days before award of the release (open season is three Business Days):

Offers Tendered:	Noon (11:00 A.M.)

Timeline pertains to a Business Day:

Open Season Ends:	1:00 P.M. (Noon)
Evaluation Begins:	1:00 P.M. (Noon)
Contingency eliminated.	
Best bid determined.	
Ties broken.	
Evaluation Ends:	2:00 (1:00) P.M.
Award Posted if no Match:	2:00 (1:00) P.M.
Match Response:	2:30 (1:30) P.M.
Award Posted if Match:	3:00 (2:00) P.M.
Contract Issued:	Within One Hour of Award Posting
Nomination Possible:	Next Available Nomination Cycle for Effective Date of Contract

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GENERAL TERMS AND CONDITIONS
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22.9 CAPACITY RELEASE TIMELINES (Continued)

Non-Biddable Releases.

Timeline pertains to a non-Business Day as well as a Business Day:

Posting:	
Timely Cycle:	10:30 (9:30) A.M.
Evening Cycle:	5:00 (4:00) P.M.
Intraday 1 Cycle:	9:00 (8:00) A.M.
Intraday 2 Cycle:	4:00 (3:00) P.M.
Contract Issued:	Within One Hour of Award Posting
Nomination Possible:	Next Available Nomination Cycle for Effective Date of Contract

Transporter may extend the open season periods for those releases wherein the Releasing Shipper has requested volumetric rate bids, or where the Releasing Shipper has requested a method of evaluating bids not specified in this Tariff, or where the terms and conditions are too complex to handle through Transporter's automated posting and bidding procedures. Such extended period of time shall end at least two (2) business days prior to the effective date of the release.

GENERAL TERMS AND CONDITIONS
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22.10 CAPACITY RELEASE TRANSACTIONS EXEMPT FROM BIDDING.

(a) A Releasing Shipper may release capacity to a Prearranged Replacement Shipper for any period of thirty-one (31) days or less without having to comply with the notification and bidding requirements of this Section 22. A Releasing Shipper may not re-release capacity covered by this Section 22.10(a) to the same Prearranged Replacement Shipper at less than the maximum posted tariff rate applicable to capacity releases until twenty-eight (28) days after the first release period has ended. The releases covered by this Section 22.10(a) may not extend more than thirty-one (31) days. However, such releases may be continued under the provisions set forth in Section 22.10(b).

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22.10 CAPACITY RELEASE TRANSACTIONS EXEMPT FROM BIDDING (Continued)

Transporter shall only be obligated to accept nominations pursuant to the service contemplated by this Section 22.3(a) after Releasing Shipper has posted the release to Transporter's Designated Site.

(b) For a release involving a Prearranged Replacement Shipper where the rate is equal to the maximum posted tariff rate applicable to capacity releases, and the term is equal to the term described by the Releasing Shipper but is greater than one year in any event, the Prearranged Replacement Shipper shall be awarded the released capacity without the necessity of waiting for competing bids to be submitted. However, Transporter shall be notified of the release by the Releasing Shipper and the notification shall contain the same information as identified in Section 22.3. Transporter shall post a notice of the occurrence of the release on its Designated Site.

(c) For a release involving a Prearranged Replacement Shipper pursuant to an AMA or pursuant to a state-regulated retail access program, the Prearranged Replacement Shipper shall be awarded the released capacity without the necessity of waiting for competing bids to be submitted. However, Transporter shall be notified of the release by the Releasing Shipper and the notification shall contain the same information as identified in Section 22.3. Transporter shall post a notice of the occurrence of the release on its Designated Site.

22.11 RECALL OF RELEASED CAPACITY.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Transporter, the contract demand recalled should be expressed in terms of total released capacity entitlements. In the event a capacity recall transaction is not effective prior to the Evening Nomination cycle applicable to the initial day of the capacity recall, the contract demand recalled may be modified for the initial day of the recall to prevent such contract demand from exceeding two-thirds of the contract demand recalled if the recall precedes the Intraday 1 nomination cycle or one-half of the contract demand recalled if the recall precedes only the Intraday 2 nomination cycle.

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22.11 RECALL OF RELEASED CAPACITY (Continued)

The following NAESB WGQ Capacity Release Related Standards (Version 1.8) will apply:

Standard 5.3.44: "All Transportation Service Providers (TSPs) should support the following recall notification periods for all released capacity subject to recall rights:

(i) Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;

(b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

(ii) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;

(b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iii) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

(b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

GENERAL TERMS AND CONDITIONS
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22.11 RECALL OF RELEASED CAPACITY (Continued)

(iv) Intraday 1 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;

(b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

(v) Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;

(b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time)."

Standard 5.3.45: "For recall notification provided to the Transportation Service Provider (TSP) prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time)."

Standard 5.3.54: "The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day."

NAESB WGQ Capacity Release Related Standards 5.3.46 through 5.3.53, and 5.3.55 through 5.3.60 (Version 1.8) also will apply and are incorporated by reference.

. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS
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22.12 PERMANENT RELEASES OF CAPACITY.

(a) Parameters, Bidding Procedures and Exit Fee.

(i) To the extent that any Shipper desires to release all or any part of its firm contract rights (including the Right-of-First-Refusal specified in Section 25 and its residual rights to firm capacity encumbered with temporary capacity releases), on a permanent basis as included in any of Transporter's Part 284 firm Rate Schedules, the bidding procedures specified in Section 22.3, above, will apply. If a Shipper wishes to permanently release only a portion of its firm transportation capacity, the provisions in Section 22.2(a)(3) also will apply. The procedures for establishment of credit must be complied with before Transporter effectuates any permanent releases of capacity under this Section 22.5. In any event, Transporter may refuse to allow a permanent release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. Transporter will notify the Shipper electronically in Northwest Passage if the Shipper's request to permanently release capacity is denied, and will include in the notification the reasons for such denial.

(ii) A Shipper may permanently release firm capacity rights acquired under a temporary capacity release in the event such Shipper also holds and is concurrently permanently releasing the corresponding rights under the associated base Service Agreement.

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22.12 PERMANENT RELEASES OF CAPACITY (Continued)

(iii) For any permanent capacity release, the minimum bid acceptable to Transporter will be a bid for the remainder of the Releasing Shipper's contract term at the rate the Releasing Shipper is obligated to pay Transporter for the released capacity.

(iv) As part of its permanent capacity release offer, the Releasing Shipper may offer to make a lump sum exit fee payment, up to a specified amount, directly to the Replacement Shipper as consideration for the Replacement Shipper agreeing to pay Transporter a rate at or above Transporter's minimum acceptable bid rate. If Releasing Shipper's capacity release offer includes an exit fee payment commitment, any bids for the capacity must state the rate the Bidder offers to pay Transporter for the released capacity and the associated exit fee payment, not to exceed the Releasing Shipper's specified amount, that Bidder requires from the Releasing Shipper. The winning bid will be determined based on the net present value of the transportation rate component of the bid less the exit fee component of the bid. The cash flow discount factor for the net present value calculations will be the latest annual interest rate published quarterly by the Commission as posted on the Commission's Internet Website, unless otherwise specified by the Releasing Shipper. The payment of any exit fee will be handled directly between the Releasing Shipper and Replacement Shipper, with both parties agreeing that Transporter will not be responsible for collecting or disbursing such payment.

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22.12 PERMANENT RELEASES OF CAPACITY (Continued)

(b) Procedures.

(i) Replacement Shipper(s) or Prearranged Replacement Shipper(s) and Transporter shall electronically execute a new Service Agreement(s) prior to the commencement of service which confirms the terms of the accepted transaction for the permanent release of capacity. The Replacement Shipper's or Prearranged Replacement Shipper's execution of the Service Agreement occurs automatically upon posting of its bid and Transporter's execution occurs upon award.

(ii) Upon execution of the new Service Agreement with the Replacement Shipper, the Releasing Shipper's Service Agreement will be deemed amended to reflect the terms contained in the Offer, including either: 1) the reduction in Contract Demand due to a permanent partial release; or 2) the termination of the Service Agreement due to release of all of the Contract Demand. The amendment to the Service Agreement will be reflected in the automatic addition of an Addendum to Service Agreement.

(iii) If the Releasing Shipper's Service Agreement is encumbered with temporary capacity release transactions at the time of a permanent capacity release, the Service Agreement(s) for such temporary Replacement Shipper(s) will be deemed amended to identify the new Replacement Shipper that replaced the original Releasing Shipper. An Addendum to Service Agreement will be automatically added to such temporary capacity release Service Agreement(s) to document such deemed amendment(s) upon the award of the permanent capacity release. Transporter will notify such Replacement Shipper(s) of the deemed amendment.

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23. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM)

23.1 Definitions. The definitions in Section 22 of the General Terms and Conditions apply also to this Section.

23.2 Revenue Credits for Released Capacity - Eligibility. Transporter shall provide revenue credits to any Shipper, which temporarily releases (Releasing Shipper), under the Capacity Release Provisions of this Tariff, all or any portion of its contract demand, storage demand or storage capacity under a Service Agreement (Released Capacity) governed by the provisions of any Part 284 firm Rate Schedule included in Northwest's Tariff.

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23. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM) (Continued)

23.3 Monthly Crediting Procedure. Releasing Shipper shall be billed each month for the reservation charge(s) and reservation surcharge(s) (or demand or capacity charges, as applicable, if the release is a release of firm storage service) associated with the released capacity pursuant to its Service Agreement, with a concurrent conditional credit for the payment of the reservation charge(s) and reservation surcharge(s) due from the Replacement Shipper or Prearranged Replacement Shipper. However, a Releasing Shipper that is not subject to Facilities Reservation Surcharges pursuant to its Service Agreement will not be credited for Facilities Reservation Surcharges paid to Transporter by the Replacement Shipper or Prearranged Replacement Shipper. (The term reservation charge(s) in this paragraph includes volumetric reservation charge payments received from a Replacement Shipper or Prearranged Replacement Shipper where the release was pursuant to volumetric bidding, and shall include all revenues received in excess of the sum of volumetric charges and all surcharges.) This bill shall include an itemization of credits and adjustments associated with each Capacity Release Service Agreement. Releasing Shipper shall also be billed a marketing fee, if applicable.

23.4 Failure to pay. If a Replacement Shipper or Prearranged Replacement Shipper does not make payment to Transporter of the reservation charge(s) and reservation surcharge(s) due as set forth in Section 5 of the General Terms and Conditions, Transporter shall notify the Releasing Shipper within 10 business days of the amount due, including all late charges authorized in Section 5 of the General Terms and Conditions. If the amount due, as described above, remains unpaid in whole or in part for thirty (30) days after the invoice due date, Transporter shall invoice the Releasing Shipper and such amount shall be paid by Releasing Shipper within ten (10) days of the date of such invoice. In addition, Releasing Shipper may terminate the release of capacity to a Replacement Shipper or Prearranged Replacement Shipper if such Shipper fails to pay all of the amount of any bill for service under the executed capacity release Service Agreement upon at least one week of notice to Transporter and such Shipper. Once terminated, capacity rights and the responsibility to pay all charges specified in the original service agreement applicable to the capacity that was released shall revert to the Releasing Shipper.

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25. AVAILABLE CAPACITY (Continued)

25.2 Posting (Continued)

Regardless of the termination notice, if no acceptable bids have been received by Transporter at least 10 days prior to the date capacity will become available, Transporter may post such capacity for a subsequent bid period(s) of 24 hours.

If Transporter elects to reserve capacity for future service under an expiring or terminating agreement as provided in either Sections 25.2(c) or 25.2(d) below, Transporter will post such capacity as provided in this Section 25.2(b) for use on an interim basis, but Transporter will indicate in its posting that such capacity is reserved for future use.

(c) Reserved Capacity. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal. If Transporter elects to reserve capacity, it will notify Shippers of its intent on the earlier of the following dates: (1) the date on which expiring or terminating capacity is required to be posted in accordance with Section 25.2(b) above, (2) the date on which Transporter executes a Letter of Intent with a prospective Shipper which requires the reservation of capacity or (3) the date on which Transporter begins an open season for a related expansion project.

Capacity may be reserved for up to one year prior to Transporter filing for certificate approval for construction of the proposed expansion and thereafter until such expansion project is placed into service. Reserved capacity will be made available on an interim basis and will be posted for competitive bid. If certificate approval is not granted or if Transporter determines that an expansion project should not or cannot be completed, Transporter will post the reserved capacity for a bid period(s) of no less than 24 hours and, in aggregate, no more than six (6) months, subject to prior interim commitments of such capacity.

(d) Pre-Arranged Capacity. After available unsubscribed capacity or capacity that will become available under an expiring or terminating agreement is posted on Transporter's Designated

GENERAL TERMS AND CONDITIONS (Continued)

25. AVAILABLE CAPACITY (Continued)

25.2 Posting (Continued)

(e) Available Capacity. All available capacity, and pre-arranged capacity pursuant to Section 25.2(d), will be posted to Transporter's Designated Site. Transporter may post available capacity for more than one bid period during the posting periods described above, provided that prior bids are submitted at less than Transporter's reserve rate (if applicable) or Transporter's maximum rate or prior bids contain unacceptable contingencies.

Each posting will set forth the following, if applicable:

1. Available mainline capacity;

2. Receipt point(s), delivery point(s) and associated mainline capacity;

3. Volume of vaporization or withdrawal rights and storage capacity rights;

4. Date capacity is available;

5. Date capacity is committed to an expansion project or pre-arranged transaction;

6. Bid open and close dates;

7. Term and reservation rate to be paid by pre-arranged Shipper and all other terms of the pre-arranged transaction; and

8. Special conditions, including bid evaluation criteria.

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25. AVAILABLE CAPACITY (Continued)

25.2 Posting (Continued)

(f) Transporter has the option to establish a reserve rate for any available capacity before such capacity is posted. Transporter is not required to disclose the reserve rate at the time of posting, but a record of the reserve rate must be maintained for a period of three years for validation purposes.

(g) If Transporter determines that it is willing to accept Negotiated Rate offers for available capacity that is posted for bid pursuant to this Section, it will state in its posting the specific basis on which Negotiated Rate offers will be considered and one of the following evaluation methods for determining the winning bid:

(1) Net Present Value (reservation rate x quantity x term, discounted using the discount rate(s) shown in the posting);
(2) Revenue (reservation rate x quantity); or
(3) Reservation Rate.

(h) If Transporter's posting specifies that it will accept Negotiated Rate bids tied to an index or indices, Transporter will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices has submitted the bid with the highest value and is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

25.3 Bidding

(a) New Agreements. All bids for available capacity will be made through Transporter's Designated Site, or as specified in Transporter's posting, setting forth the following, if applicable:

1. Bidder's name (which will not be reflected on the Designated Site) and posted offer number;

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25. AVAILABLE CAPACITY (Continued)

25.3 Bidding (Continued)

2. Receipt point(s), delivery point(s), mainline capacity and associated rate(s);

3. The volume and rates for both the storage vaporization or withdrawal rights and the storage capacity rights;

4. Term of bid (including, if applicable, offered term extensions of existing agreements);

5. Minimum capacity or minimum percentage of the total posted capacity which bidder is willing to accept;

6. Identity of any affiliate of Transporter involved in the transaction; and

7. Contingencies.

(b) Amendments to Existing Agreements. Requests for changes only to receipt and/or delivery points under existing service agreements which do not require additional mainline capacity are not subject to the bidding procedures described in this section. Such requests will be processed on a first-come, first-served basis and should be submitted to Transporter in accordance with Section 11.3 of Rate Schedule TF-1, Section 9.4 of Rate Schedule TF-2 or Section 6.3 of Rate Schedule TFL-1.

(c) Bids for Portion of Posted Capacity. Bids may be submitted for any segment of the posted mainline capacity, subject to the availability of capacity at and between the requested physical receipt and delivery points. However, if a Shipper bids on only a segment of the mainline capacity and Transporter has indicated in the special conditions of its posting that it has determined that partial use or segmentation of the posted capacity may create operational problems, that Shipper will be subject to a contract-specific flow requirement on its requested segment or must be willing to take other action that is acceptable to Transporter if such Shipper is the successful bidder.

(d) Bid Amounts. All bids must be submitted in amounts which a bidder agrees to pay to Transporter for the right to receive firm

GENERAL TERMS AND CONDITIONS
(Continued)

25. AVAILABLE CAPACITY (Continued)

25.5 Right of First Refusal (Continued)

to retain only a portion of its capacity and Transporter has indicated in the special conditions of its posting that it has determined that partial use or segmentation of the posted capacity may create operational problems (such as reducing the existing Shipper's ability to respond to an OFO pursuant to Section 14.15), Shipper will be subject to a contract-specific flow requirement on its retained segment or must be willing to take other action that is acceptable to Transporter.

25.6 Notwithstanding anything to the contrary set forth in this Section 25, Transporter will not be required to provide service at any rate less than the maximum tariff rate as set forth on Sheet Nos. 5, 7 or 8.1, as such rate may vary from time to time.

GENERAL TERMS AND CONDITIONS
(Continued)

26. ELECTRONIC COMMUNICATIONS

26.1 Electronic Communications. The following NAESB WGQ Standards will apply and are incorporated by reference:

Additional Standards: General Standards (Version 1.8)	0.3.1 and 0.3.2
Additional Standards: Gas/Electric Operational Communications Standards (Version 1.8):	0.3.11 through 0.3.15
Flowing Gas Related Standards (Version 1.8)	2.3.32 through 2.3.35 2.3.40 through 2.3.65
Quadrant Electronic Delivery Mechanism Related Standards (Version 1.8)	4.2.1 through 4.2.20 4.3.1 through 4.3.3 4.3.5 4.3.16 through 4.3.18 4.3.20 4.3.22 through 4.3.36 4.3.38 through 4.3.62 4.3.65 through 4.3.69 4.3.72 through 4.3.76 4.3.78 through 4.3.87
Internet Electronic Transport Related Standards (Version 1.8)	10.3.1 10.3.3 through 10.3.25

GENERAL TERMS AND CONDITIONS (Continued)

26. ELECTRONIC COMMUNICATIONS (Continued)

Electronic communication capabilities will be available on a nondiscriminatory basis to any party.

Transporter will provide timely information pertaining to arranging for transportation and storage services, including informing all interested Shippers or other parties about the availability of capacity at Receipt Points, on the mainline, at delivery points and in storage facilities, and whether the capacity is available from the pipeline directly or through capacity release. In addition, Transporter will report design day displacement capacity needed at various constraint points. Transporter will also maintain and provide access to bidding information pertaining to released capacity, and Order No. 497 compliance information. Transporter will update and maintain this information on its Designated Site. Any party may access this information on Transporter's Designated Site.

There is no fee associated with the use of Transporter's Designated Site. Transporter's applicable Designated Site will include the following features:

(a) the ability for a party to download a file;

(b) a daily back-up of information displayed on the board, which will be retained for review for at least three years;

(c) a periodic purging of information on completed transactions from current files;

GENERAL TERMS AND CONDITIONS (Continued)

26. ELECTRONIC COMMUNICATIONS (Continued)

(d) the display of most recent entries ahead of information posted earlier;

(e) an on-line help and an on-line search function that permits users to locate all information concerning a specific transaction;

(f) a display menu that permits a party to separately access notices of available capacity, the capacity allocation log, rate discount offers and Order No. 2004 Standards of Conduct compliance information; and

(g) pooling areas and Receipt Points associated with each pooling area on Transporter's system, updated as necessary.

The procedures for back-up, archiving and retrieval will be explained on Transporter's Designated Site, and amended as necessary.

26.2 Information to be Posted. Via Transporter's Designated Site, Transporter will provide to all parties information relevant to the availability of the following services:

(a) Available or released capacity at specific receipt and delivery points and on the mainline for firm transportation service under Rate Schedules TF-1, TF-2 and TFL-1.

(b) Available receipt and delivery points and mainline capacity for interruptible transportation service under Rate Schedules TI-1 and TIL-1.

(c) Available or released capacity for storage service under Rate Schedules SGS-2F, SGS-2I, LS-2F and LS-2I.

(d) Bids to purchase available capacity under Section 22 of the General Terms and Conditions.

(e) When an existing contract is near expiration, the potentially available capacity and the terms and conditions required for bids under the "Right of First Refusal" procedures outlined in Section 25 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

26. ELECTRONIC COMMUNICATIONS (Continued)

(f) When Transporter determines that a primary receipt or primary delivery point change request will be honored, notice of the approved change, at least one working day prior to effectiveness of the change.

(g) Updates to the capacity allocation log, pursuant to 18 CFR Section 250.16(c) of the Commission's regulations, and updates to discount rate offers pursuant to 18 CFR Section 250.16(d) and 18 CFR Section 358.5(d) of the Commission's Regulations.

(h) Information pertaining to Transporter's "Facilities Reimbursement" provisions as contained in Section 21 of the General Terms and Conditions.

(i) A listing of Interconnect Balancing Agreements Transporter has entered into with other pipelines or gas suppliers.

(j) Any other information or notices necessary for Transporter and Shipper to arrange for transportation and storage services.

26.3 Transporter will also support the NAESB approved EDI Standard Business Practice Data Sets referenced below, where applicable, subject to the execution of a Trading Partner Agreement between Transporter and requesting party:

NAESB WGQ Standards (Version 1.8):
0.4.1
1.4.1 through 1.4.7
2.4.1 through 2.4.18
3.4.1 through 3.4.4
5.4.1 through 5.4.22

GENERAL TERMS AND CONDITIONS
(Continued)

26. ELECTRONIC COMMUNICATIONS (Continued)

26.4 Electronic Communication. Electronic communications between Transporter and Shipper or other parties will be binding and enforceable in the same manner and to the same extent as written communications, and evidence of electronic communications, if introduced on paper, will be admissible to the same extent as other business records originated in written form. Any provisions of this Tariff requiring that certain matters between Transporter and Shipper be written or in writing are satisfied by Transporter and Shipper utilizing electronic communications through Transporter's Designated Site or through other mutually agreed forms of electronic communications.

26.5 Disclaimer. Transporter will not be liable for any damages caused by the incompleteness or inaccuracy of any information posted to Transporter's Designated Site except to the extent such inaccuracy or incompleteness is shown to be the result of negligence or misfeasance of Transporter. Transporter will not be liable for errors in any subsequent re-posting by a third-party vendor.

26.6 Record Retention. Transactional data will be retained by Transporter for at least three years for audit purposes.

26.7 Electronic Trading Partner Communications. Transporter will support NAESB WGQ approved EDI communications through Transporter's Designated Site.

NAESB WGQ Nominations Related Standard 1.2.2 (Version 1.8) will apply and is incorporated by reference.

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GENERAL TERMS AND CONDITIONS
(Continued)

27. PUBLIC TRANSPORTATION INFORMATION

27.1 Capacity Allocation Log. Transporter shall maintain a capacity allocation log pursuant to 18 CFR Section 250.16(c) of the Commission's regulations. Transporter will maintain and update such capacity allocation data for energy affiliates on its Designated Site.

27.2 Posting of Discounted Rates. If Transporter posts generally applicable discounted rates for any of its transportation or storage services, notice shall be given via Transporter's Designated Site. Other discounts will be granted on a case-by-case basis. All discount data will be maintained as required by 18 CFR Section 250.16(d) of the Commission's regulations. Pursuant to 18 CFR Section 358.5(d) of the Commission's regulations, any offer of a discount made by Transporter will be posted on Transporter's Designated Site contemporaneously with the time that the offer is contractually binding.

27.3 Posting of Available Capacity. Transporter has very limited capacity on its system available for firm transportation. Available capacity will be posted on the Designated Site. Capacity that is posted pursuant to Section 25.2 of the General Terms and Conditions will be awarded only as set forth in Section 25. Any shipper desiring firm transportation requiring the construction of new capacity should submit a written request for such service which will be evaluated by Transporter. Additionally, any Shipper may solicit capacity as a Potential Replacement Shipper as set forth in Section 22 of the General Terms and Conditions.

27.4 Posting of Interruptible Capacity. Requests for interruptible transportation may exceed capacity on Transporter's system. Therefore, capacity is available only pursuant to the priority of service procedures set forth in Section 12 of the General Terms and Conditions. The availability of interruptible capacity will be posted to Transporter's Designated Site.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES

28.1 Requests for Service. All requests for Service Agreements and amendments to existing Service Agreements shall be made to Transporter electronically in Northwest Passage on Transporter's Designated Site. Each request shall be considered effective on the date the information required in Northwest Passage is entered in Northwest Passage.

28.2 Business Associate Information. Prior to conducting electronic transactions with Transporter, a party must complete the Business Associate Information form available in the informational posting section on Transporter's Designated Site whereupon Transporter will assign to such party's designated representative(s), as identified on the completed Business Associate Information form, a user identification code(s) and temporary password(s) for access to Northwest Passage. The completed Business Associate Information form also must designate which functions in Northwest Passage the designated representative(s) may perform, including those designated representative(s)authorized to execute Service Agreements and other contracts with Transporter.

28.3 Northwest Passage Access Agreement. In order to conduct transactions using Northwest Passage on Transporter's Designated Site, a party must execute a Northwest Passage Access Agreement. The Northwest Passage Access Agreement will be available in the informational posting section on Transporter's Designated Site. The first time a party's designated representative, as identified on the completed Business Associate Information form, logs onto Northwest Passage using its user identification code and temporary password, such representative must execute the Northwest Passage Access Agreement electronically on behalf of the party. The designated representative's electronic acceptance of the Northwest Passage Access Agreement will constitute a binding agreement between the party and Transporter.

28.4 Trading Partner Agreement. In order to conduct transactions using EDI communications, a party must execute a Trading Partner Agreement. A standard NAESB WGQ EDI Trading Partner Agreement will be available in the informational posting section on Transporter's Designated Site or may be obtained from Transporter's Marketing Services Department.

28.5 Requests for Receipt or Delivery Point Amendments. Amendments to receipt or delivery points or associated volumes under Rate Schedules TF-1 and TFL-1 or amendments to delivery points under Rate Schedule TF-2 shall be

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

considered to be requests for amended service under Section 28.1 but shall also be documented in accordance with the procedures set forth in such rate schedules.

28.6 Compliance with 18 CFR Section 284.102. If service is requested pursuant to Section 284.102 of the Commission's regulations for service "on behalf of" a local distribution company or an intrastate pipeline, Shipper must provide an original letter signed by an official of such "on behalf of" party on its letterhead. This letter must warrant that such "on behalf of" party is either an intrastate pipeline as defined by Section 2(16) of the NGPA or a local distribution company as defined by Section 2(17) of the NGPA. It must also state that such "on behalf of" party has authorized the Shipper to enter into the requested Service Agreement in order to have Section 311(a) transportation service rendered on behalf of such "on behalf of" party by Transporter and that (1) the intrastate pipeline or local distribution company will have physical custody of and transport the Natural Gas at some point; or (2) the intrastate pipeline or local distribution company will hold title to the Natural Gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or (3) the gas will be delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

28.7 Establishment of Credit. Before Shipper may transact business electronically on the Designated Site, Shipper must establish a credit limit satisfactory to Transporter pursuant to Section 5.9 of the General Terms and Conditions. A credit application form is available in the informational posting section on Transporter's Designated Site.

28.8 Agent. In order for an Agent to conduct transactions on Transporter's Designated Site, a Service Requester must provide Transporter a completed Agency Delegation form electronically in Northwest Passage on Transporter's Designated Site or via Internet E-mail or fax. The form of Agency Delegation will be available in both Northwest Passage and the informational posting section on Transporter's Designated Site.

Sheet Nos. 287 Through 292 Sheet Nos. 287 Through 292 : Effective

. RESERVED FOR FUTURE USE .

. RESERVED FOR FUTURE USE .

Sheet Nos. 294 Through 296 Sheet Nos. 294 Through 296 : Effective

. RESERVED FOR FUTURE USE .

GENERAL TERMS AND CONDITIONS
(Continued)

32. SALES OF EXCESS GAS

32.1 Applicability. Transporter is not providing a sales service under any Rate Schedule of this Tariff, but may buy and sell gas in connection with providing storage and transportation services. Specifically, Transporter may have gas supplies in de minimis quantities or in limited or infrequent situations which it may choose to sell. Such sales are authorized pursuant to Transporter's blanket sales certificate. Circumstances under which Transporter may acquire gas to sell are described below:

(a) pursuant to Section 15.11, at the termination of a transportation Service Agreement, the Shipper has 15 days after the invoice date to remove from Transporter's system any imbalance gas resulting from gas received by Transporter in excess of that delivered to Receiving Party for Shipper; otherwise, such gas becomes the property of Transporter;

(b) pursuant to Section 15.10(b), any excess Shipper Imbalance gas, resulting from confirmed nominations by Shipper exceeding deliveries by Transporter, that is not reduced to allowed tolerance levels within fifteen days from the date of Northwest's invoice becomes the property of Northwest;

(c) pursuant to Section 22.2(b), when a Replacement Shipper fails to withdraw or vaporize, as applicable, all gas inventory within three days of termination of the replacement agreement, such gas becomes the property of Transporter;

(d) pursuant to Section 2.2 of Rate Schedule SGS-2I or Section 2.4 of Rate Schedule LS-2I, a Shipper utilizing interruptible storage service generally has seven days in which to withdraw Working Storage Gas Inventory from storage after receiving notice; otherwise, the gas becomes the property of Transporter;

(e) as authorized by the Commission, Transporter may reduce the levels of storage gas inventory which it owns and maintains to accommodate transportation balancing;

(f) as authorized by the Commission, Transporter may reduce the levels of Jackson Prairie storage facility cushion gas and/or test gas which it owns;

GENERAL TERMS AND CONDITIONS
(Continued)

32. SALES OF EXCESS GAS (Continued)

(g) as system operations dictate, Transporter may buy and sell gas in equivalent Dth amounts for the purpose of moving gas between the Jackson Prairie and Clay Basin storage facilities;

(h) pursuant to Section 14.12, Transporter may recover gas through its fuel use requirements factors as reimbursement for volumes purchased by Transporter to fund lost and unaccounted-for gas; and

(i) pursuant to Rate Schedule DEX-1, Transporter will take title to any Deferred Exchange Quantity not delivered to Shipper at the end of the Deferred Exchange Period or any extension thereof due to Shipper's failure to arrange for receipt of such gas.

(j) pursuant to Section 5 of Rate Schedule PAL, any Parked Quantity not removed within the time frame specified by Transporter's notice and any Parked Quantity not removed by the termination date of the Service Agreement will be deemed as a sale to Shipper.

32.2 Revenue Crediting. One hundred percent (100%) of all sales revenues received by Transporter pursuant to Sections 32.1(a) through (d) and Section 32.1(i), and one hundred percent (100%) of all net sales revenues received by Transporter pursuant to Section 32.1(j) and Section 5.3 of Rate Schedule PAL, will be credited to firm transportation Shippers. Credits due pursuant to Section 32.2 will be allocated to all firm transportation Shippers under Rate Schedule TF-1(Large Customer), excluding discounted firm transportation service and Shippers receiving service under a capacity release Service Agreement, Rate Schedule TF-1(Small Customer) for the months they paid a reservation charge due to conversion to Rate Schedule TF-1 (Large Customer) service, Rate Schedule TF-2 and Rate Schedule T-1 who received service prior to the cancellation of Rate Schedule T-1 (collectively, the specified Shippers). The credits will be allocated to the specified Shippers pro rata in proportion to reservation revenue (total revenue, net of credits from capacity releases as described in Section 23 of the General Terms and Conditions, less variable cost charges and all surcharges) received by Transporter from each and all of the specified Shippers for each applicable month. Such credits shall be reflected as a credit billing adjustment to each March billing for credits accrued during the prior calendar year.

GENERAL TERMS AND CONDITIONS
(Continued)

32. SALES OF EXCESS GAS (Continued)

32.3 Reporting Requirements. Transporter will post on its Designated Site any quantities of gas available for sale pursuant to Section 32. In the event gas is sold, completed transactions will be posted on the Designated Site within thirty (30) days of the sales transaction detailing the quantity of gas sold, the sales price and whether or not the gas was sold to an affiliate. Transporter will file an annual report with the Commission by March 1 of each year describing for each sales transaction for the preceding calendar year the identities of the parties, the type of service provided, the total volumes sold, and the total revenues received.

FORMS OF SERVICE AGREEMENT

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* Applicable to all rate schedules.

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT

Rate Schedule TF-1 Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper)is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recital describing how Shipper acquired transportation capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Contract Demand set forth on Exhibit A. The maximum currently effective rates (Recourse Rates) set

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TF-1 Service Agreement (Continued)

forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.

4. Transportation Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TF-1 Service Agreement (Continued)

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Transportation Contract Demand (CD): _____ Dth per day

2. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantities (Dth)
	Total	

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total		

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

4. Customer Category:

a. [Large Customer]
(or)
[Small Customer (subject to temporary conversion to Large Customer under Section 2.2(d) of Rate Schedule TF-1)]

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

. .

[Base Contract Version]

EXHIBIT A (Continued)

b. Incremental Expansion Customer: [No]
(or)
[Yes, Columbia Gorge Expansion]
(or)
[Yes, 15-Year Evergreen Expansion]
(or)
[Yes, 25-Year Evergreen Expansion]

5. Recourse or Discounted Recourse Transportation Rates:
(Show "Not Applicable" if Exhibit D is attached.)
(If Customer Category is Small Customer, show Reservation Charge as "Not Applicable.")

a. Reservation Charge (per Dth of CD):

[Maximum Base Tariff Rate, plus applicable surcharges]

(or discounted rate(s) using one or more of the following options, as many times as needed)

[[$_____] (or) [____% of Maximum Base Tariff Rate][.] (or) [from [date] through [date]].

b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]

c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): [None]
(or)
[Maximum]
(or)
[$_____]

d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: [Not Applicable] (or) [(Description)]

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A (Continued)

6. Transportation Term:

a. Primary Term Begin Date: [(Date)]
(or)
[Upon the later of the actual in-service date or the projected _____ in-service date of the required new _____ facilities]

b. Primary Term End Date: [(Date)]
(or)
[(Specified period) after the Primary Term Begin Date]

c. Evergreen Provision: [No]
(or)
[Yes, standard unilateral evergreen under Section 12.1 of Rate Schedule TF-1]
(or)
[Yes, standard bi-lateral evergreen under Section 12.2 of Rate Schedule TF-1]
(or)
[Yes, grandfathered unilateral evergreen under Section 12.3 of Rate Schedule TF-1]
(or)
[Yes, see Exhibit B]

7. Contract-Specific OFO Parameters: [None]
(or)

Time Period (Date) to (Date)	Volume Up to _____ Dth per day	Transmission Corridor (Point) to (Point)

8. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

9. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]
Exhibit E [No] (or) [Yes, dated _____]

. .

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]

to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

(Releasing Shipper/Contract No.: _____)

SERVICE DETAILS

1. Transportation Contract Demand (CD): _____ Dth per day

2. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantity (Dth)
	Total	

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total		

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: [No]
(or)
[Yes, Columbia Gorge Expansion]
(or)
[Yes, 15-Year Evergreen Expansion]
(or)
[Yes, 25-Year Evergreen Expansion]

5. Transportation Rates:
[Use the version of "Reservation Charge" in "a." which applies.]

a. Awarded Reservation Charge (per Dth of CD):
[Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]
(or)
[_____% of Maximum Base Tariff Rate, plus applicable surcharges]
(or)

b. Awarded Volumetric Bid Reservation Charge (per Dth):
[Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]
(or)
[_____% of Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[[Maximum Base Tariff Rate,] (or) [$_____,] plus applicable surcharges, and an amount pursuant to Section 3.3(c) of Rate Schedule TF-1 using a minimum average load factor volumetric commitment of _____%]

c. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

d. Awarded Additional Facility Reservation Surcharge pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD):[None]
(or)
[Maximum]
(or)
[$_____]

e. Volumetric Charge Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: [Not Applicable] (or) [(Description)]

6. Transportation Term: Begin Date: _____
Nomination Cycle: _____
End Date: _____

7. Contract-Specific OFO Parameters: [None]
(or)

Time Period (Date) to (Date)	Volume	Transmission Corridor (Point) to (Point)
	Up to _____ Dth per day	

8. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

9. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]

10. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

i. [Released capacity may not be recalled.]
(or)
ii. [Released capacity may be recalled prior to the [Timely] (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] nomination cycle applicable to the initial day of the capacity recall.

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

10. Standard Capacity Release Conditions: (Continued)

iii. The notification day for the capacity recall may be [on any day] (or) [only on a Business Day].

iv. Recall provisions in Section 22.2(a)(2) of the General Terms and Conditions of Transporter's Tariff also apply:
[Yes] (or) [No]

b. Reput rights: [Yes] (or) [No]

c. Primary Receipt Point may be changed through amendment:
[Yes] (or) [No]

d. Primary Delivery Point may be changed through amendment:
[Yes] (or) [No]

e. Re-releasable: [Yes] (or) [No]

f. Asset Management Arrangement ("AMA"): [No]
(or)
[Yes, [Specify commitment of AMA Replacement Shipper]]

11. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

. .

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

EXHIBIT B
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]

to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

EXHIBIT C
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]

to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

FACILITY REIMBURSEMENT OBLIGATION

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(b) of Rate Schedule TF-1, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is $_____ with an estimated annual cost of service of $_____. Pursuant to Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge: _____.

(Designate one of the options set forth in Section 21.3(b).)

b. Charge $_____.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: _____.

(Contract term or a term agreed to between the parties, whichever is shorter.)

.

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

EXHIBIT D
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TF-1)

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT
(Continued)

EXHIBIT E
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and Conditions:

FORM OF SERVICE AGREEMENT AMENDMENT

Rate Schedule _____ Service Agreement Amendment

Contract No. _____

[Dated _____, Effective _____]

THIS AMENDMENT by and between Northwest Pipeline GP (Transporter) and _____(Shipper) is made and entered into on _____.

WHEREAS:

A. Transporter and Shipper are parties to that certain Rate Schedule _____ Service Agreement dated _____ and assigned Contract No. _____ (Agreement).

B. Transporter and Shipper desire to amend the Agreement to [summary of Agreement revisions].

C. [Insert additional recitals as appropriate to memorialize the context of the Amendment.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.

2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

IN WITNESS WHEREOF, Transporter and Shipper have executed this Amendment as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO SERVICE AGREEMENT

(Dated_____)
(Contract No. _____("Agreement"))
(Rate Schedule _____)

Pursuant to Section 11.5 of the General Terms and Conditions of Transporter's Tariff, this Agreement is modified as follows:

Effective_____,[New Shipper] replaces [Original Shipper] as the [contract holder] (or) [Releasing Shipper] (or) [contract holder and Releasing Shipper] of this capacity due to a(n) [Merger] (or) [Acquisition] (or) [Name Change] (or) [Assignment].

Pursuant to Section 22.12 of the General Terms and Conditions of Transporter's Tariff, this Agreement is modified as follows:

ADDENDUM TO SERVICE AGREEMENT (Continued)

(To Be Added to the Releasing Shipper's Base or Temporary Capacity Release Service Agreement in the Event such Releasing Shipper Permanently Releases All or a Portion of its Contract Demand)

Pursuant to Offer Number_____, effective_____, [Original Shipper] has permanently released all or a portion of the Contract Demand underpinning this Agreement to [New Shipper]. Therefore, this Agreement is [terminated] (or) [modified to reflect the terms contained in such Offer, including the reduction of Contract Demand by _____Dth/d]. [New Shipper's] Service Agreement number is _____.

(To Be Added to the Replacement Shipper's Temporary Capacity Release Service Agreement in the Event that the Related Releasing Shipper Permanently Releases All of its Contract Demand which is Encumbered by such Replacement Shipper's Temporary Capacity Release Transaction)

Pursuant to Offer Number_____, effective_____, [New Shipper] replaces [Original Shipper] as the Releasing Shipper for the Contract Demand underpinning this Agreement due to a permanent capacity release transaction. Additionally, the original Service Agreement number _____ has been replaced with new Service Agreement number _____.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-85-000

Sheet Nos. 310 through 313 Sheet Nos. 310 through 313

. RESERVED FOR FUTURE USE .

. RESERVED FOR FUTURE USE .

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT

Rate Schedule TI-1 Service Agreement
Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule TI-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TI-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on an interruptible basis. The Maximum Daily Quantity of natural gas and the receipt and delivery points are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule TI-1 will apply to service hereunder unless and to the extent that negotiated rates apply as set forth on Exhibit D. Notwithstanding the foregoing, a temporary discounted Recourse Rate may apply pursuant to the terms set forth on a Rate Schedule TI-1 Temporary Discount form. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.

4. Transportation Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TI-1 Service Agreement (Continued)

service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TI-1 Service Agreement (Continued)

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

. .

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TI-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Maximum Daily Quantity: _____ Dth per day

2. Receipt Point(s): [All Transportation Receipt Points]
(or)
[(List points by point ID and name)]

3. Delivery Point(s): [All Transportation Delivery Points]
(or)
[(List points by point ID and name)]

4. Transportation Term:

a. Primary Term Begin Date: [(Date)]
(or)
[Upon the later of the actual in-service date or the projected _____ in-service date of the required new _____ facilities]

b. Primary Term End Date: [(Date)]
(or)
[(Specified period) after the Primary Term Begin Date]

c. Evergreen Provision: [No]
(or)
[Yes, see Section 8 of Rate Schedule TI-1]
(or)
[Yes, see Exhibit B]

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

EXHIBIT A (Continued)

5. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

6. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

. .

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]

Rate Schedule TI-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

EXHIBIT C
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TI-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

FACILITY REIMBURSEMENT OBLIGATION

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(a) of Rate Schedule TI-1, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is $_____ with an estimated annual cost of service of $_____. Pursuant to Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge: _____.

(Designate one of the options set forth in Section 21.3(b).)

b. Charge $_____.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: _____.

(Contract term or a term agreed to between the parties, whichever is shorter.)

. .

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TI-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule TI-1)

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT

Rate Schedule SGS-2F Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]
WHEREAS:

A. [Insert recital describing how Shipper acquired storage capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule SGS-2F and the General Terms and Conditions (GT&C) that apply to Rate Schedule SGS-2F, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to inject, store and withdraw natural gas for Shipper, on a firm basis. Shipper may request Transporter to withdraw volumes in excess of Shipper's Contract Demand on a best-efforts basis as provided in Rate Schedule SGS-2F. The Contract Demand and Storage Capacity are set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule SGS-2F customer category identified on Exhibit A will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

Rate Schedule SGS-2F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights and the amount of the Releasing Shipper's Working Gas Quantity released to Shipper for the initial Storage Cycle, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Storage service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

Rate Schedule SGS-2F Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule SGS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Customer Category: [Pre-Expansion Shipper] or [Expansion Shipper]

2. Contract Demand: _____ Dth per day

3. (The following applies to Pre-Expansion Shipper)

   Storage Capacity: _____ Dth

   (The following applies to Expansion Shipper)

   Storage Capacity: _____ percent of Transporter's share of the incremental storage working gas capacity being developed in the phased Jackson Prairie Capacity Expansion in Docket No. CP02-384 that Transporter makes available for incremental storage service, in monthly increments effective the first day of the month, up to a total no greater than _____ Dth

   (Notice of Expansion Shipper's specific monthly increases in Storage Capacity quantity will be provided by Transporter no later than 3 days after the first day of each month.)

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A (Continued)

4. Recourse or Discounted Recourse Storage Rates:
(Show "Not Applicable" if Exhibit D is attached.)

a. Demand Charge (per Dth of Contract Demand):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]

b. Capacity Demand Charge (per Dth of Storage Capacity):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]

c. Rate Discount Conditions Consistent with Section 3.2 of Rate Schedule SGS-2F: [Not Applicable] (or) [(Description)]

5. Service Term:
a. Primary Term Begin Date: [(Date)]
(or)
[Upon the later of the actual in-service date or the projected _____ in-service date of the required new _____ facilities]
(or)
[Upon the later of the actual or projected February 1, 2007 date that Transporter is able to first make available for service hereunder an increment of storage capacity from the phased Jackson Prairie Capacity Expansion in Docket No. CP02-384]

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A (Continued)

b. Primary Term End Date: [(Date)]
(or)
[(Specified period) after the Primary Term Begin Date]

c. Evergreen Provision: [No]
(or)
[Yes, standard unilateral evergreen under Section 15.1 of Rate Schedule SGS-2F]
(or)
[Yes, standard bi-lateral evergreen under Section 15.2 of Rate Schedule SGS-2F]
(or)
[Yes, grandfathered unilateral evergreen under Section 15.3 of Rate Schedule SGS-2F]

6. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

7. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule SGS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

(Releasing Shipper/Contract No.: _____)

SERVICE DETAILS

1. Customer Category: [Pre-Expansion Shipper] or [Expansion Shipper]

2. Contract Demand: _____ Dth per day

3. (The following applies to Pre-Expansion Shipper)

   Storage Capacity: _____ Dth

   (The following applies to Expansion Shipper)

   Storage Capacity: _____ percent of Transporter's share of the incremental storage working gas capacity being developed in the phased Jackson Prairie Capacity Expansion in Docket No. CP02-384 that Transporter makes available for incremental storage service, in monthly increments effective the first day of the month, up to a total no greater than _____ Dth

   (Notice of Expansion Shipper's specific monthly increases in Storage Capacity quantity will be provided no later than 3 days after the first day of each month.)

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

4. Working Gas Quantity for Replacement Shipper's initial Storage Cycle:
_____ Dth

5. Storage Rates:
(Use the applicable version of (a) and (b))

a. Awarded Demand Charge (per Dth of Contract Demand):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

b. Awarded Capacity Demand Charge (per Dth of Storage Capacity):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

(or)

a. Awarded Volumetric Bid Withdrawal Charge (per Dth of withdrawals):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

b. Awarded Volumetric Bid Storage Charge (per Dth of Shipper's Working Gas Inventory):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Service Term:

a. Begin Date: _____ Nomination Cycle: _____

b. End Date: _____

7. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

8. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]

9. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

i. [Released capacity may not be recalled.]
(or)
i. [Released capacity may be recalled prior to the [Timely] (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] nomination cycle applicable to the initial day of the capacity recall.]

ii. The notification day for the capacity recall may be [on any day] (or) [only on a Business Day].

b. Reput rights: [Yes] (or) [No]

c. Re-releasable: [Yes] (or) [No]

d. Asset Management Arrangement ("AMA"): [No]
(or)
[Yes, [Specify commitment of the AMA Replacement Shipper]]

10. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

.

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule SGS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

.

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule SGS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.4 of Rate Schedule SGS-2F)

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT

Rate Schedule SGS-2I Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]
WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule SGS-2I and the General Terms and Conditions (GT&C) that apply to Rate Schedule SGS-2I, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to inject, store and withdraw natural gas for Shipper, on an interruptible basis. The Maximum Withdrawal Quantity and Interruptible Storage Capacity are set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule SGS-2I will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT
(Continued)

Rate Schedule SGS-2I Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Regulatory Authorization. Storage service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

.

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT
(Continued)

Rate Schedule SGS-2I Service Agreement (Continued)

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule SGS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Interruptible Storage Capacity: _____ Dth

2. Recourse or Discounted Recourse Storage Rates:
(Show "Not Applicable" if Exhibit D is attached.)

a. Volumetric Charge (per Dth of Shipper's Working Gas Inventory):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]

b. Rate Discount Conditions Consistent with Section 3.2 of Rate Schedule SGS-2I: [Not Applicable] (or) [(Description)]

3. Service Term:

a. Primary Term Begin Date: [(Date)]

b. Primary Term End Date: [(Date)]

c. Evergreen Provision:
[No]
(or)
[Yes, see Section 9.1 of Rate Schedule SGS-2I]

4. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

5. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

.

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule SGS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

. .

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule SGS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule SGS-2I)

FORM OF RATE SCHEDULE LS-1 SERVICE AGREEMENT

Rate Schedule LS-1 Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recital describing how Shipper acquired storage capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule LS-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement.

2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on a firm basis. The Storage Demand and Storage Capacity are set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the currently effective rates set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule LS-1.

4. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and through evergreen rollover periods thereafter, as established in Rate Schedule LS-1, until terminated in accordance with the notice requirements under the grandfathered unilateral evergreen provision in Rate Schedule LS-1.

FORM OF RATE SCHEDULE LS-1 SERVICE AGREEMENT
(Continued)

Rate Schedule LS-1 Service Agreement (Continued)

5. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

6. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

. .

FORM OF RATE SCHEDULE LS-1 SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule LS-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Storage Demand: _____ Dth per day

2. Storage Capacity: _____ Dth

3. Service Term:

   a. Primary Term Begin Date: [(Date)]

   b. Primary Term End Date: [(Date)]

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT

Rate Schedule LS-2F Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recital describing how Shipper acquired storage capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule LS-2F and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-2F, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on a firm basis. The Storage Demand and Storage Capacity are set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule LS-2F will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

Rate Schedule LS-2F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

Rate Schedule LS-2F Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule LS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Storage Demand: _____ Dth per day

2. Storage Capacity: _____ Dth

3. Recourse or Discounted Recourse Storage Rates:
(Show "Not Applicable" if Exhibit D is attached.)

a. Demand Charge (per Dth of Storage Demand):
Maximum Currently Effective Tariff Rate]
(or)
[$_____]

b. Capacity Demand Charge (per Dth of Storage Capacity):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]

c. Liquefaction Charge (per Dth): Maximum Currently Effective Tariff Rate

d. Vaporization Charge (per Dth): Maximum Currently Effective Tariff Rate

e. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule LS-2F: [Not Applicable] (or) [(Description)]

.

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A (Continued)

4. Service Term:

a. Primary Term Begin Date: [(Date)]

b. Primary Term End Date: [(Date)]

c. Evergreen Provision:
[No]
(or)
[Yes, five year notice unilateral evergreen under Section 10.1 of Rate Schedule LS-2F]
(or)
[Yes, one year notice unilateral evergreen under Section 10.2 of Rate Schedule LS-2F]
(or)
[Yes, bi-lateral evergreen under Section 10.3 of Rate Schedule LS-2F]

5. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

6. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule LS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

(Releasing Shipper/Contract No.: _____)

SERVICE DETAILS

1. Storage Demand: _____ Dth per day

2. Storage Capacity: _____ Dth

3. Storage Rates:
(Use the applicable version of (a) and (b))

a. Awarded Demand Charge (per Dth of Contract Demand):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

b. Awarded Capacity Demand Charge (per Dth of Storage Capacity):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

(or)

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

a. Awarded Volumetric Bid Vaporization Demand-Related Charge (per Dth delivered):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

b. Awarded Volumetric Bid Storage Capacity Charge (per Dth of Storage Capacity Balance):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Currently Effective Tariff Rate]

c. Liquefaction Charge (per Dth): Maximum Currently Effective Tariff Rate

d. Vaporization Charge (per Dth): Maximum Currently Effective Tariff Rate

4. Service Term:

a. Begin Date: _____
Nomination Cycle: _____

b. End Date: _____

5. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]

7. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

i. [Released capacity may not be recalled.]
(or)
i. [Released capacity may be recalled prior to the [Timely] (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] nomination cycle applicable to the initial day of the capacity recall.]

ii. The notification day for the capacity recall may be [on any day] (or) [only on a Business Day].

b. Reput rights: [Yes] (or) [No]

c. Re-releasable: [Yes] (or) [No]

d. Asset Management Arrangement ("AMA"): [No]
(or)
[Yes, [Specify commitment of AMA Replacement Shipper]]

8. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

.

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule LS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

. .

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]

to the
Rate Schedule LS-2F Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.4 of Rate Schedule LS-2F)

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT

Rate Schedule LS-2I Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule LS-2I and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-2I, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on an interruptible basis. The Maximum Withdrawal Quantity and Storage Capacity are set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule LS-2I will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

4. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT
(Continued)

Rate Schedule LS-2I Service Agreement (Continued)

established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Regulatory Authorization. Storage service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule LS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Storage Capacity: _____ Dth

2. Recourse or Discounted Recourse Storage Rates:
(Show "Not Applicable" if Exhibit D is attached.)

a. Volumetric Charge (per Dth of Shipper's Working Gas Inventory):
[Maximum Currently Effective Tariff Rate]
(or)
[$_____]

b. Rate Discount Conditions Consistent with Section 3.2 of Rate Schedule LS-2I: [Not Applicable] (or) [(Description)]

3. Service Term:

a. Primary Term Begin Date: [(Date)]

b. Primary Term End Date: [(Date)]

c. Evergreen Provision:
[No]
(or)
[Yes, see Section 9.1 of Rate Schedule LS-2I]

4. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CRF 284.102, on behalf of_____]

5. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

.

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule LS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

. .

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule LS-2I Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule LS-2I)

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT

Rate Schedule TF-2 Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recital describing how Shipper acquired transportation capacity.]

B. [Insert recital describing the Shipper's related firm storage service or firm storage ownership.]

C. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

Rate Schedule TF-2 Service Agreement (Continued)

herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The maximum currently effective rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.

4. Transportation Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

Rate Schedule TF-2 Service Agreement (Continued)

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

. .

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Transportation Contract Demand: _____ Dth per day

2. Annual Contract Quantity: _____ Dth

3. Monthly Billing Quantity: _____ Dth

4. Primary Receipt Point:

Point ID	Name	Maximum Daily Quantity (Dth)
	Total	

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

5. Primary Delivery Point(s):
(Show the following if Plymouth LNG is the Receipt Point.)

[Delivery of natural gas by Transporter to Shipper shall be at or near the points whose location are described in Shipper's currently effective Service Agreement (Contract No. _____) under Rate Schedule TF-1.]

(or)

(Show the following if Plymouth LNG is not the Receipt Point.)

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total	_____	_____

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

. .

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

8. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

9. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]
Exhibit E [No] (or) [Yes, dated _____]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

(Releasing Shipper/Contract: _____)

SERVICE DETAILS

1. Transportation Contract Demand: _____ Dth per day

2. Annual Contract Quantity: _____ Dth

3. Monthly Billing Quantity: _____ Dth

4. Primary Receipt Point:

Point ID	Name	Maximum Daily Quantity (Dth)
	Total	

5. Primary Delivery Point(s):
(Show the following if Plymouth LNG is the Receipt Point.)

[Delivery of natural gas by Transporter to Shipper shall be at or near the points whose locations are described in Releasing Shipper's currently effective Service Agreement (Contract No. _____) under Rate Schedule TF-1.]

(or)

(Show the following if Plymouth LNG is not the Receipt Point.)

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total	_____	_____

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Transportation Rates:
[Use the version of "Reservation Charge" in "a." which applies.]

a. Awarded Reservation Charge (per Dth of Monthly Billing Quantity):
[Maximum Base Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Base Tariff Rate]

(or)

a. Awarded Volumetric Bid Reservation Charge (per Dth):
[Maximum Base Tariff Rate]
(or)
[$_____]
(or)
[_____% of Maximum Base Tariff Rate]
(or)
[[Maximum Base Tariff Rate,] (or) [$_____,] and an amount pursuant to Section 3.4(c) of Rate Schedule TF-2 using a minimum average load factor volumetric commitment of ____%]

b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate]
(or)
[$_____]

c. Volumetric Charge Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2: [Not Applicable] (or) [(Description)]

7. Transportation Term: Begin Date: _____
Nomination Cycle: _____

End Date: _____

8. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

9. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]

10. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

i. [Released capacity may not be recalled.]
(or)
i. [Released capacity may be recalled prior to the [Timely] (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] nomination cycle applicable to the initial day of the capacity recall.]

ii. The notification day for the capacity recall may be [on any day] (or) [only on a Business Day].

iii. Recall provisions in Section 22.2(a)(2) of the General Terms and Conditions of Transporter's Tariff also apply: [Yes] (or) [No]

b. Reput rights: [Yes] (or) [No]

c. Primary Delivery Point may be changed through amendment: [Yes] (or) [No] (or) [Not Applicable]

d. Re-releasable: [Yes] (or) [No]

e. Asset Management Arrangement ("AMA"): [No]
(or)
[Yes, [Specify commitment of AMA Replacement Shipper]]

11. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

.

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

EXHIBIT B
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

EXHIBIT C
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

FACILITY REIMBURSEMENT OBLIGATION

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(b) of Rate Schedule TF-2, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is $_____ with an estimated annual cost of service of $_____. Pursuant to Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge: _____.

(Designate one of the options set forth in Section 21.3(b).)

b. Charge $_____.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: _____.

(Contract term or a term agreed to between the parties, whichever is shorter.)

.

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

EXHIBIT D
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TF-2)

. .

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)

EXHIBIT E
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TF-2 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and Conditions:

FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT

Rate Schedule DEX-1 Service Agreement
Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule DEX-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule DEX-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Deferred Storage Exchange Service. Subject to the terms, conditions, and limitations hereof and of Rate Schedule DEX-1, Shipper agrees to deliver to Transporter, and Transporter agrees to deliver to Shipper, the Deferred Exchange Quantity listed on Exhibit A. Shipper will deliver the Deferred Exchange Quantity to Transporter by an in-ground transfer on a date mutually agreed to by Shipper and Transporter at the Target Storage Facility shown on Exhibit A. Transporter will deliver the Deferred Exchange Quantity to Shipper during the Deferred Exchange Period at the Daily Delivery Quantity and at the Deferred Exchange Storage Facility as shown on Exhibit A.

3. Deferred Exchange Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule DEX-1 will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

4. Service Term. This Agreement becomes effective on the date first set forth above and terminates upon the date set forth on Exhibit A. The schedule for the deferred exchange of storage gas hereunder is set forth on Exhibit A.

FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT
(Continued)

Rate Schedule DEX-1 Service Agreement (Continued)

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

. .

FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT (Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule DEX-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Quantity (Dth):
   a. Deferred Exchange Quantity _____

   b. Daily Delivery Quantity _____

2. Exchange Points:
   a. Target Storage Facility: _____

   b. Deferred Exchange Storage Facility: _____

3. Exchange Schedule:
   a. Transfer Date: _____

   b. Deferred Exchange Period: from _____ to _____

4. Agreement Termination Date: _____

5. Rate (per Dth of Deferred Exchange Quantity):
   (Show "Not Applicable" if Exhibit D is attached.)

   [Maximum Base Tariff Rate, plus applicable surcharges]
   (or)
   [$_____, plus applicable surcharges]

6. Fuel Reimbursement Waiver under Section 4 of Rate Schedule DEX-1:
   [Yes] (or) [No]

7. Regulatory Authorization: [18 CFR 284.223]
   (or)
   [18 CFR 284.102, on behalf of _____]

8. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
   Exhibit D [No] (or) [Yes, dated _____]

. .

FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule DEX-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

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FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT
(Continued)

EXHIBIT D
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule DEX-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 19.1 of the GT&C)

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT

Rate Schedule PAL Service Agreement
Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper) is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule PAL and the General Terms and Conditions (GT&C) that apply to Rate Schedule PAL, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to provide [Park] (or) [Loan] Service for Shipper up to a Maximum [Park] (or) [Loan] Quantity set forth on Exhibit A at Transporter's [Park] (or) [Loan] Point set forth on Exhibit A.

3. Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule PAL will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

4. Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the evergreen provision.

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT
(Continued)

Rate Schedule PAL Service Agreement (Continued)

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

. .

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule PAL Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Maximum [Park] (or) [Loan] Quantity: _____ Dth

2. [Park] or [Loan] Point: [Clay Basin]
(or)
[Jackson Prairie]

3. Recourse or Discounted Recourse Rate (per Dth):
(Show "Not Applicable" if Exhibit D is attached.)

   a. [Maximum Currently Effective Tariff Rate]
   (or)
   [$_____]

   b. Rate Discount Conditions Consistent with Section 3.2 of Rate Schedule PAL: [Not Applicable] (or) [(Description)]

4. Term:

   a. Primary Term Begin Date: [(Date)]

   b. Primary Term End Date: [(Date)]

   c. Evergreen Provision: [No]
   (or)
   [Yes, see Section 7 of Rate Schedule PAL]

5. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

. .

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule PAL Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

. .

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule PAL Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.1 of Rate Schedule PAL)

Sheet Nos. 368 And 369 Sheet Nos. 368 And 369 : Effective

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RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT

Rate Schedule TFL-1 Service Agreement

Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper)is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recital describing how Shipper acquired transportation capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule TFL-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TFL-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis, on the Designated Lateral set forth on Exhibit A. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Contract Demand set forth on Exhibit A. The maximum currently effective rates (Recourse Rates) set forth under Rate Schedule TFL-1 in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Designated Lateral set forth on Exhibit A will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TFL-1 Service Agreement (Continued)

forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.

4. Transportation Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TFL-1 Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP

and _____

SERVICE DETAILS

1. Designated Lateral: _____

2. Transportation Contract Demand (CD): _____ Dth per day

3. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantities (Dth)
	Total	

4. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total		

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

. .

[Base Contract Version]

EXHIBIT A (Continued)

5. Recourse or Discounted Recourse Transportation Rates:
(Show "Not Applicable" if Exhibit D is attached.)

a. Reservation Charge (per Dth of CD):
[Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]
(or)
[$_____ x actual load factor, plus applicable surcharges]
(or)
[$_____ x actual load factor, plus applicable surcharges, with the monthly reservation charge determined pursuant to Section 3.6(b) of Rate Schedule TFL-1 based on a minimum average load factor of _____ %]

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

[Base Contract Version]

EXHIBIT A (Continued)

b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]

c. Rate Discount Conditions Consistent with Section 3.6 of Rate Schedule TFL-1: [Not Applicable] (or) [(Description)]

6. Transportation Term:

a. Primary Term Begin Date: [(Date)]
(or)
[Upon the actual in-service date of the required new _____ facilities, projected to be _____]

b. Primary Term End Date: [(Date)]
(or)
[(Specified period) after the Primary Term Begin Date]

c. Evergreen Provision: [No]
(or)
[Yes, standard unilateral evergreen under Section 7.1 of Rate Schedule TFL-1]
(or)
[Yes, standard bi-lateral evergreen under Section 7.2 of Rate Schedule TFL-1]

7. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

8. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]
Exhibit E [No] (or) [Yes, dated _____]

. .

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

(Releasing Shipper/Contract No.: _____)

SERVICE DETAILS

1. Designated Lateral: _____

2. Transportation Contract Demand (CD): _____ Dth per day

3. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantity (Dth)
	Total	

4. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
	Total		

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: [None] or [Description]

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

5. Transportation Rates:
[Use the version of "Reservation Charge" in "a." which applies.]

a. Awarded Reservation Charge (per Dth of CD):
[Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[$_____, plus applicable surcharges]
(or)
[_____% of Maximum Base Tariff Rate, plus applicable surcharges]
(or)

b. Awarded Volumetric Bid Reservation Charge (per Dth):
[Maximum Base Tariff Rate, plus applicable surcharges]
(or)

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

[$_____, plus applicable surcharges]
(or)
[_____% of Maximum Base Tariff Rate, plus applicable surcharges]
(or)
[[Maximum Base Tariff Rate,] (or) [$_____,] plus applicable surcharges, and an amount pursuant to Section 3.2(b)(2) of Rate Schedule TFL-1 using a minimum average load factor volumetric commitment of _____%]

b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges

6. Transportation Term: Begin Date: _____
Nomination Cycle: _____
End Date: _____

7. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

8. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]

9. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

i. [Released capacity may not be recalled.]
(or)
ii. [Released capacity may be recalled prior to the [Timely] (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] nomination cycle applicable to the initial day of the capacity recall.

iii. The notification day for the capacity recall may be [on any day] (or) [only on a Business Day].

iv. Recall provisions in Section 22.2(a)(2) of the General Terms and Conditions of Transporter's Tariff also apply:
[Yes] (or) [No]

. .

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

b. Reput rights: [Yes] (or) [No]

c. Primary Receipt Point may be changed through amendment:
[Yes] (or) [No]

d. Primary Delivery Point may be changed through amendment:
[Yes] (or) [No]

e. Re-releasable: [Yes] (or) [No]

f. Asset Management Arrangement ("AMA"): [No]
(or)
[Yes, [Specify commitment of the AMA Replacement Shipper]]

10. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C:[None] or [(Description)]

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FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT B
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT C
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

FACILITY REIMBURSEMENT OBLIGATION

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(b) of Rate Schedule TFL-1, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is $_____ with an estimated annual cost of service of $_____. Pursuant to Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge: _____.

(Designate one of the options set forth in Section 21.3(b).)

b. Charge $_____.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: _____.

(Contract term or a term agreed to between the parties, whichever is shorter.)

.

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT D

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TFL-1)

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FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT E
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TFL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and Conditions:

Sheet Nos. 382 through 384 Sheet Nos. 382 through 384

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RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT

Rate Schedule TIL-1 Service Agreement
Contract No. _____

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and _____ (Shipper)is made and entered into on _____[.] (or) [and restates the Service Agreement made and entered into on _____.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. Tariff Incorporation. Rate Schedule TIL-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TIL-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on an interruptible basis, on the Designated Lateral set forth on Exhibit A. The Maximum Daily Quantity of natural gas and the receipt and delivery points are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The maximum currently effective rates (Recourse Rates) set forth under Rate Schedule TIL-1 in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Designated Lateral set forth on Exhibit A will apply to service hereunder unless and to the extent that negotiated rates apply as set forth on Exhibit D. Notwithstanding the foregoing, a temporary discounted Recourse Rate may apply pursuant to the terms set forth on a Rate Schedule TIL-1 Temporary Discount form. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.

4. Transportation Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the transportation

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TIL-1 Service Agreement (Continued)

service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

Rate Schedule TIL-1 Service Agreement (Continued)

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: [None] (or) [List Amendments and/or Addendum to Service Agreement]

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

_____	Northwest Pipeline GP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT A
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TIL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

SERVICE DETAILS

1. Designated Lateral: _____

2. Maximum Daily Quantity: _____ Dth per day

3. Receipt Point(s): [All Transportation Receipt Points on the Designated Lateral]

4. Delivery Point(s): [All Transportation Delivery Points on the Designated Lateral]

5. Transportation Term:

   a. Primary Term Begin Date: [(Date)]
   (or)
   [Upon the actual in-service date of the required new _____ facilities, projected to be _____]

   b. Primary Term End Date: [(Date)]
   (or)
   [(Specified period) after the Primary Term Begin Date]

   c. Evergreen Provision: [No]
   (or)
   [Yes, see Section 6 of Rate Schedule TIL-1]
   (or)
   [Yes, see Exhibit B]

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT A (Continued)

6. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of _____]

7. Additional Exhibits: Exhibit B [No] (or) [Yes, dated _____]
Exhibit C [No] (or) [Yes, dated _____]
Exhibit D [No] (or) [Yes, dated _____]

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FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT B

[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]

Rate Schedule TIL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT C
[Dated and Effective _____]
(or)
[Dated _____, Effective _____]
to the
Rate Schedule TIL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

FACILITY REIMBURSEMENT OBLIGATION

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(b) of Rate Schedule TIL-1, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is $_____ with an estimated annual cost of service of $_____. Pursuant to Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge: _____.

(Designate one of the options set forth in Section 21.3(b).)

b. Charge $_____.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: _____.

(Contract term or a term agreed to between the parties, whichever is shorter.)

FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT
(Continued)

EXHIBIT D
[(Dated and Effective _____, (subject to Commission acceptance)]
(or)
[Dated _____, Effective _____,
(subject to Commission acceptance)]
to the
Rate Schedule TIL-1 Service Agreement
(Contract No. _____)
between Northwest Pipeline GP
and _____

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.6 of Rate Schedule TIL-1)

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RESERVED FOR FUTURE USE

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 11/23/09 (1)	12/18/09
Avista Corporation (No. 100060)	TF-1	06/29/90 11/23/09 (1)	12/18/09
Cascade Natural Gas Corporation (No. 100002)	TF-1	07/31/91 02/26/07	07/21/08
Cascade Natural Gas Corporation (No. 135384)	TF-1	10/13/09	10/28/09
Chehalis Power Generating Limited Partnership (No. 129875)	TF-1	08/01/01 11/12/07	07/21/08
Chevron U.S.A. Inc. (No. 137680)	TF-1	09/23/09	09/30/09
City of Buckley (No. 100021)	TF-1	07/07/93 04/25/08	07/21/08
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
ExxonMobil Gas & Power Marketing Company (No. 137254)	TF-1	09/03/09	09/30/09

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Idaho Power Company (No. 126442)	TF-1	03/22/01 05/02/07 (2)	06/08/07
Idaho Power Company (No. 126951)	TF-1	08/02/01 03/02/09 (2)	05/01/09
Idaho Power Company (No. 137848)	TF-1	10/08/09 02/22/10 (1)	03/04/10
IGI Resources, Inc. (No. 134101)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 134311)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 135639)	TF-1	10/28/09	11/05/09
IGI Resources, Inc. (No. 135641)	TF-1	10/28/09	11/05/09
IGI Resources, Inc. (No. 135819)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 135822)	TF-1	10/28/09	11/05/09
IGI Resources, Inc. (No. 137605)	TF-1	10/13/09	10/28/09

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Idaho Power Company (No. 126442)	TF-1	03/22/01 05/02/07 (2)	06/08/07
Idaho Power Company (No. 126951)	TF-1	08/02/01 03/02/09 (2)	05/01/09
Idaho Power Company (No. 137848)	TF-1	10/08/09 02/22/10 (1)	03/04/10
Idaho Power Company (No. 138369)	TF-1	04/06/10	04/28/10
Idaho Power Company (No. 138370)	TF-1	04/06/10	04/28/10
Idaho Power Company (No. 138390)	TF-1	04/15/10	04/28/10
IGI Resources, Inc. (No. 134101)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 134311)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 135639)	TF-1	10/28/09	11/05/09

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Intermountain Gas Company (No. 100306)	TF-2	01/12/94 11/20/06 (2)	11/29/06
Morgan Stanley Capital Group Inc. (No. 137232)	TF-1	09/23/09	09/30/09
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07
Northwest Natural Gas Company (No. 100058)	TF-1	06/29/90 02/12/08 (1)	12/18/09

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
IGI Resources, Inc. (No. 135641)	TF-1	10/28/09	11/05/09
IGI Resources, Inc. (No. 135819)	TF-1	09/29/09	09/30/09
IGI Resources, Inc. (No. 135822)	TF-1	10/28/09	11/05/09
IGI Resources, Inc. (No. 137605)	TF-1	10/13/09	10/28/09
Intermountain Gas Company (No. 100306)	TF-2	01/12/94 11/20/06 (2)	11/29/06
Morgan Stanley Capital Group Inc. (No. 137232)	TF-1	09/23/09	09/30/09
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07
Northwest Natural Gas Company (No. 100058)	TF-1	06/29/90 02/12/08 (1)	12/18/09

_____

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Northwest Natural Gas Company (No. 100308)	TF-2	01/12/94 05/01/99 (1)	12/03/99
Northwest Natural Gas Company (No. 100310)	TF-2	01/12/94 01/21/08	07/21/08
Occidental Energy Marketing Inc. (No. 121692)	TF-1	03/27/98 03/27/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121696)	TF-1	03/27/98 03/27/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121707)	TF-1	03/27/98 03/27/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121708)	TF-1	03/27/98 03/27/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121714)	TF-1	03/27/98 03/27/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121718)	TF-1	03/28/98 04/06/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121719)	TF-1	03/28/98 04/06/98 (1)	07/13/98
Occidental Energy Marketing Inc. (No. 121720)	TF-1	03/27/98 03/27/98 (1)	07/13/98

(1) Amendment incorporates the non-conforming provisions.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Occidental Energy Marketing Inc. (No. 121798)	TF-1	04/01/98	07/13/98
Occidental Energy Marketing Inc. (No. 121799)	TF-1	04/01/98	07/13/98
Occidental Energy Marketing Inc. (No. 121800)	TF-1	04/01/98	07/13/98
Occidental Energy Marketing Inc. (No. 121801)	TF-1	04/01/98	07/13/98
Occidental Energy Marketing Inc. (No. 122015)	TF-1	05/26/98	07/13/98
Occidental Energy Marketing Inc. (No. 122033)	TF-1	05/27/98	07/13/98
Occidental Energy Marketing Inc. (No. 122034)	TF-1	05/27/98	07/13/98
Occidental Energy Marketing Inc. (No. 122035)	TF-1	05/28/98	07/13/98
Occidental Energy Marketing Inc. (No. 122036)	TF-1	05/27/98	07/13/98
Occidental Energy Marketing Inc. (No. 122037)	TF-1	05/27/98	07/13/98
Occidental Energy Marketing Inc. (No. 122038)	TF-1	03/27/98	07/13/98
Occidental Energy Marketing Inc. (No. 122045)	TF-1	03/27/98	07/13/98

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Occidental Energy Marketing Inc. (No. 124046)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124047)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124048)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124049)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No.137143)	TF-1	09/23/09	09/30/09
Pan-Alberta Gas (U.S.) Inc. (No. 100157)	TF-1	09/01/96 06/23/09	06/24/09
Puget Sound Energy, Inc. (No. 100009)	TF-1	07/31/91 03/01/07 (2)	03/28/07
Puget Sound Energy, Inc. (No. 100056)	TF-1	06/29/90 02/12/08 (1)	12/18/09
Puget Sound Energy, Inc. (No. 100311)	TF-2	06/16/95 03/01/07 (2)	03/28/07

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(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Puget Sound Energy, Inc. (No. 135434)	TF-1	03/05/07 03/10/09 (2)	05/01/09
Sempra Energy Trading LLC (No. 137675)	TF-1	11/10/09	09/30/09
Sempra Energy Trading LLC (No. 137864)	TF-1	10/27/09 (1)	11/05/09
Sierra Pacific Power Company (No. 100046)	TF-1	06/01/91 11/17/96 (1)	11/25/96
Sierra Pacific Power Company (No. 126544)	SGS-2F	04/18/01	12/18/09
Shell Energy North America (US), LP (No. 134510)	TF-2	05/01/06	05/05/06
Shell Energy North America (US), LP (No. 137104)	TF-1	09/23/09	09/30/09
Shell Energy North America (US), LP (No. 137353)	TF-1	10/28/09	11/05/09
Snohomish County PUD No. 1 (No. 130980)	TF-1	04/13/01 11/29/06 (2)	12/08/06
Southwest Gas Corporation (No. 100048)	TF-1	06/01/91 02/12/08	07/21/08

(1) Amendment incorporates the non-conforming provisions.
(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Southwest Gas Corporation (No. 100049)	TF-1	06/01/91 02/12/08	06/24/09
Terasen Gas Inc. (No. 135562)	TF-1	04/19/07	07/21/08
TransAlta Centralia Generation LLC (No. 127946)	TF-1	07/12/01 05/26/06 (2)	06/12/06

(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

NEGOTIATED RATE SERVICE AGREEMENTS

The following Service Agreement contains a Negotiated Rate but does not deviate in any material aspect from the Form of Service Agreement for Rate Schedule TF-1 contained in this Tariff.

Shipper Name/ Agreement No.	Negotiated Rate	Rate Schedule	Receipt Points	Delivery Points	Contract Quantity (Dth/d)
Puget Sound Energy, Inc. (No. 127115)	(1)	TF-1	Goldendale In-Line Trans Rec	Goldendale Energy Delivery	50,350

(1) Shipper will pay Transporter $1,488,639 for reservation charges for service in 2002. There are no reservation charges for the remaining term of the agreement. Shipper will pay Transporter a monthly fee of $10,781 for ongoing operation, maintenance, and property tax expenses attributable to the Goldendale lateral for the term of the service agreement and will reimburse Transporter annually for all otherwise un-recovered capital expenditures incurred for repairs, and/or any required modifications that are made to the Goldendale lateral. If the Commission ever requires an allocation of non-Goldendale lateral costs to Transportation service rendered under this service agreement, such allocated costs will be fully reimbursed by Shipper on a monthly basis. For scheduled nominations from the Goldendale Lateral In-Line Transfer Point to the Goldendale Power Plant Meter Station, Shipper will pay the then applicable ACA surcharges. For scheduled nominations using a receipt and/or delivery point not located on the Goldendale lateral, Shipper will pay a rate equivalent to the Maximum Currently Effective Rate for Rate Schedule TF-1 service.

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