

 NORTHWEST PIPELINE LLC

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December 3, 2019

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

Re: Northwest Pipeline LLC Docket No. RP20-____

Dear Ms. Bose:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"), Northwest Pipeline LLC ("Northwest") tenders for filing and acceptance of the tariff sheets listed as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff").

Fourth Revised Sheet No. 137 Fifth Revised Sheet No. 151 Fifth Revised Sheet No. 232 Fourth Revised Sheet No. 232-A Fifth Revised Sheet No. 232-B Third Revised Sheet No. 237 Second Revised Sheet No. 266 Fourth Revised Sheet No. 267 Sixth Revised Sheet No. 302-D Sixth Revised Sheet No. 303-B Fourth Revised Sheet No. 353-A Fourth Revised Sheet No. 355

Statement of Nature, Reasons and Basis for the Filing

Northwest proposes to make the following miscellaneous and housekeeping Tariff changes:

1. <u>Reliance on Scheduled Quantities for OFO Calculations.</u> Northwest's General Terms and Conditions ("GT&C") Section 14.15 states that Northwest may issue an Operational Flow Order ("OFO") when primary firm nominations through a given constraint point exceed the greater of the physical design capacity or the posted operationally available capacity for a given day. When Northwest issues an OFO, shippers with service agreements that contain receipt points on both sides of the OFO constraint point and who have unutilized primary receipt point rights on the downstream side of the constraint point are required to utilize their downstream receipt point rights by realigning their scheduled quantities through the OFO constraint point ("Realignment OFO"). Shippers with these multiple receipt point service agreements do not receive a Realignment OFO obligation if they have utilized their receipt point rights on the downstream side of the constraint point in the Timely nomination cycle, but they are required to maintain their scheduled quantities

Ms. Kimberly D. Bose December 3, 2019 Page 2 of 6

from receipt points on the downstream side of the constraint point for the remainder of the gas day for which an OFO has been issued.

In addition, when determining the amount of primary firm nominations that exceed the physical design or posted operationally available capacity, Northwest relies on the amount of scheduled quantities flowing in the non-constrained direction through the constraint point ("Displacement"), that were scheduled in the Timely nomination cycle for that gas day.

Shipper OFO obligations must be complied with in the Evening nomination cycle and are calculated on the assumption that (i) shippers subject to a Realignment OFO with scheduled quantities in the Timely nomination cycle from receipt points on the downstream side of the OFO constraint point, and (ii) Displacement scheduled quantities from the Timely nomination cycle will remain in place for the entire gas day. Because of this reliance on these scheduled quantities for the calculation of OFO obligations, Northwest proposes to memorialize in its Tariff the long-standing practice that nominations scheduled in the Timely nomination cycle (i) by a shipper who would otherwise be subject to a realignment OFO, or (ii) which provide Displacement through an OFO constraint point, may not be reduced in subsequent nomination cycles during the gas day for which Northwest has issued an OFO unless the shipper reduces a corresponding quantity flowing through the constraint point or takes other actions acceptable to Northwest. If a shipper reduces any of these scheduled quantities in a subsequent nomination cycle, such quantities will be subject to a penalty equal to the greater of ten dollars or four times the highest absolute price at NW Wyoming Pool, NW south of Green River, NW Stanfield, NW Sumas, or El Paso Bondad as reflected in "Gas Daily" for each Dth of gas that does not comply. These are the same penalties as those outlined in GT&C Section 14.15(f) of Northwest's Tariff for failure to comply with an OFO. Northwest proposes to use these same penalties since the removal of these scheduled quantities causes the same operational harm to Northwest as a shipper with an OFO obligation who fails to comply with such OFO obligation.

The proposed changes are reflected on Sheet No. 232.

2. <u>Contract-Specific OFO ("CSOFO") Modification on Form of Service Agreements.</u> In Docket No. RP06-19, the Commission authorized a new fill-in-the-blank on Northwest's Rate Schedule TF-1 Form of Service Agreement for CSOFO parameters that specify the quantity, duration and location associated with a shipper's CSOFO obligation.¹ In Docket No. RP13-555, the Commission approved a "New CSOFO Fill-in-the-Blank" on Northwest's TF-1 and TF-2 Form of Service Agreements that provided additional flexibility when describing a shipper's CSOFO obligation.² Northwest proposes to make slight modifications to the title and end date options of the CSOFO section of its TF-1 and TF-2 Form of Service Agreements. The title currently reads "Contract-Specific OFO Parameters" and Northwest proposes to change the title to read "Contract-Specific OFO Parameters" and/or Alternative

¹ Docket No. RP06-19, Letter Order dated November 9, 2005.

² Docket No. RP13-555, Letter Order dated March 19, 2013.

Ms. Kimberly D. Bose December 3, 2019 Page 3 of 6

> Actions in lieu of a Contract-Specific OFO" to make it clear that this section will contain either a CSOFO obligation or alternative actions mutually agreed to by Northwest and a shipper in lieu of acquiring a CSOFO obligation. Northwest also proposes to add an option for the end date of a CSOFO obligation to be either a fixed date or the "Agreement Termination Date" in order to have the flexibility to allow the CSOFO to continue when the service agreement with an evergreen provision rolls beyond the primary term end date.

The proposed changes are reflected on Sheet Nos. 302-D, 303-B, 353-A and 355.

3. <u>Compliance with a Declared Entitlement Period.</u> A declared entitlement period, as described in Northwest's Tariff GT&C Section 14.6, is a time period in which penalties apply to unauthorized overrun or underrun quantities of a Receiving Party during critical operational time periods.³ The quantities that exceed the threshold percentage of the declared entitlement period, as explained in Northwest's Tariff GT&C Section 15.5, are charged a penalty for being in excess of the declared entitlement period percentage. Once the gas day has ended for which a declared entitlement applies, Northwest calculates which Receiving Parties have exceeded the threshold percentage. These calculations are completed using estimated measured quantities at delivery meters. To comply with an entitlement, Receiving Parties can submit a post ID-3 cycle nomination to get within tolerance if such request is confirmed by upstream/downstream operators and Northwest. Northwest will only confirm the change in scheduled quantities if Northwest can accommodate the request based on operationally available capacity for the gas day in which the threshold percentage was exceeded.

Receiving Party penalties cannot be formally calculated, however, until after the gas flow month is over and actual measurement at the delivery meters has been appropriately reviewed and processed. At times, the estimated measured quantities and the actual measured quantities can differ, causing a Receiving Party to be in penalty when initially, using estimated measured quantities, it appeared the Receiving Party had not exceeded the threshold percentage. When this occurs, Northwest is proposing to provide a Receiving Party the opportunity to rectify the penalty situation by increasing/reducing its scheduled quantities for the gas day on which the entitlement was declared. The Receiving Party's request to modify its scheduled quantities must be confirmed by the upstream/downstream operators and Northwest. Northwest will only confirm the change in the Receiving Party's scheduled quantities if the Receiving Party was within tolerance on the gas day using the estimated measured quantities and Northwest could have authorized the change, based on operationally available capacity, for the gas day in which the Receiving Party exceeded the threshold percentage.

The proposed changes are reflected on Sheet No. 237.

³ A Receiving Party is the delivery point operator who controls the facilities into which gas is delivered for shipper. As the point operator, a Receiving Party has the responsibility to manage the difference between scheduled deliveries and actual measured deliveries for a given delivery point.

Ms. Kimberly D. Bose December 3, 2019 Page 4 of 6

4. <u>ACA Charges for Rate Schedules TFL-1 and TIL-1.</u> Section 16 of the GT&C of Northwest's Tariff provides that the FERC Annual Charge Adjustment ("ACA") charge will not be assessed on volumes transported on a designated lateral by a rate schedule TFL-1 or TIL-1 service agreement⁴ if those same transportation volumes were delivered on to or off of the designated lateral by a rate schedule TF-1, TF-2 or TI-1 service agreement.⁵ Although Northwest does not currently have any TFL-1 or TIL-1 service agreements, it is possible a designated lateral could be constructed by Northwest that does not receive or deliver gas to a rate schedule TF-1, TF-2 or TI-1 service agreement on Northwest's system. Therefore, Northwest proposes to include language in the TFL-1 and TIL-1 rate schedules that states that the ACA charge will be assessed to scheduled quantities unless GT&C Section 16 of Northwest's Tariff applies.

The proposed changes are reflected on Sheet Nos. 137 and 151.

5. <u>Capacity Releases Exempt from Bidding.</u> In Order No. 712, the Commission eliminated the price ceiling for short-term capacity release transactions of one year or less. In GT&C Section 22.10 of Northwest's Tariff, Northwest outlines the specific circumstances when a releasing shipper can exempt a capacity release transaction from bidding when it is being released to a prearranged replacement shipper. One of these exemptions is for a capacity release period of thirty-one days or less. After the first thirty-one day release period, Northwest's Tariff currently states "A Releasing Shipper may not re-release capacity covered by this Section 22.10(a) to the same Prearranged Replacement Shipper [for thirty-one days or less] at less than the maximum posted tariff rate applicable to capacity releases to eliminate the words "at less than the maximum posted tariff rate applicable to capacity releases?" from this sentence and to make other modifications to make this language consistent with Order No. 712. Northwest also proposes to remove the last two sentences of the paragraph in Section 22.10(a) because the language is duplicative and unnecessary.

The proposed changes are reflected on Sheet No. 266.

6. <u>Tariff Language Correction</u>. On February 20, 2009, the Commission accepted Northwest's filing of several tariff sheet modifications in Docket No. RP09-227 to comply with Commission Order Nos. 712 and 712-A. Northwest recently discovered the first paragraph on GT&C Sheet No. 267 was erroneously not deleted with the rest of the edits included in this filing. Northwest proposes to remove this paragraph since it is unnecessary and does not apply to this GT&C Section 22.10.

The proposed changes are reflected on Sheet No. 267.

⁴ Northwest's TFL-1 and TIL-1 rate schedules provide transportation service on designated laterals which may or may not be connected to Northwest's mainline transportation system.

⁵ Northwest's TF-1, TF-2 and TI-1 rate schedules provide transportation service on Northwest's mainline transportation system.

Ms. Kimberly D. Bose December 3, 2019 Page 5 of 6

7. <u>Pagination Changes</u>. No changes are being proposed to the text of sheets referenced immediately below. These sheets are included due to spacing needs of the proposed Tariff changes in this filing.

See Sheet Nos. 232-A and 232-B.

Filings Pending Before the Commission

In compliance with 18 CFR § 154.204(f), Northwest states that it has no other tariff filings pending before the Commission that may significantly impact this filing.

Effective Date and Waiver Request

Northwest hereby moves that the proposed Tariff sheets be made effective January 3, 2020, or at the end of any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Procedural Matters

Pursuant to the applicable provisions in Section 154 of the Commission's regulations, Northwest submits an eTariff .xml filing package, containing the following items:

- Proposed tariff sheets,
- Marked tariff sheets,
- Transmittal letter

Service and Communications

In compliance with 18 CFR § 154.7(b), Northwest certifies that copies of this filing have been served electronically upon Northwest's customers and upon interested state regulatory commissions.

All communications regarding this filing should be served by e-mail to:

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The undersigned certifies that the contents of this filing are true and correct to the best of his knowledge and belief; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing. Respectfully submitted,

NORTHWEST PIPELINE LLC

David J. Madsen

Director, Business Development & Regulatory Affairs

Enclosures

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-totime), 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 (i) the daily product of Shipper's Scheduled Quantity in Dth and the Rate Schedule TFL-1 applicable maximum base volumetric rate for the Designated Lateral stated on Sheet No. 5in the Statement of Rates of this Tariff, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

3.4 Overrun Charge. For any volume transported in excess of Shipper's Transportation 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 base scheduled overrun rate per Dth for the Designated Lateral stated on Sheet No. 5, unless otherwise agreed to by Shipper and Transporter.

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 (i) the daily product of Shipper's Scheduled Quantity in Dth and either the Rate Schedule TIL-1 applicable maximum base volumetric rate for the Designated Lateral stated on the Statement of Rates or the discounted Recourse Rate established pursuant to Section 3.4, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

3.3 Facilities Construction: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities, payment for such facilities will be set forth in the facilities 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 base rates set forth on the Statement of Rates in 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.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

14. OPERATING CONDITIONS (Continued)

14.15 Operational Flow Order ("OFO")

(a) General. NAESB WGQ Nominations Related Standards 1.3.26 and 1.3.34 will apply.

This Section 14.15 will apply to any Shipper, including any Replacement Shipper, receiving firm transportation service under any Rate Schedule contained in Transporter's FERC Gas Tariff. Transporter will issue OFOs when in its reasonable judgment Transporter determines OFOs are necessitated by the condition 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 or a FERC approved non-conforming provision on Exhibit B of Rate Schedule TF-1 and TF-2 Service Agreements.

(b) OFO Operational Conditions. An OFO may be issued when primary firm nominations through a given constraint point exceed the greater of the physical design capacity or the posted operationally available capacity for a given day. Transporter will not issue an OFO when Transporter's inability to meet firm transportation commitments is due to scheduled or unscheduled maintenance, force majeure, or the Unavailability of Transporter's Facilities.

RESERVED FOR FUTURE USE. Reliance on Scheduled Quantities for OFO (C) Calculations. When calculating OFO obligations to alleviate the adverse operating condition, Transporter relies on Scheduled Quantities from the Timely Nomination Cycle that are (i) on the downstream side of the constraint point and scheduled on a Service Agreement subject to a Realignment OFO, or (ii) flowing through the OFO constraint point in the non-constrained direction. Due to this reliance, Shippers may not reduce such Scheduled Quantities in subsequent Nomination cycles during the Gas Day for which Transporter has issued an OFO. If such Scheduled Quantities are reduced in subsequent Nomination cycles during the Gas Day on which an OFO has been issued, they will be subject to the same OFO penalties as those outlined in Section 14.15(f) herein, unless a Shipper reduces a corresponding quantity flowing through the constraint point, in the constrained direction, or takes other actions acceptable to Transporter.

(d) Order of Operational Remedies. Transporter will take the following actions in order to alleviate adverse operating conditions utilizing the mechanisms below in the following order:

__(i) Entitlement and Scheduling Remedies - to the extent Transporter determines they will alleviate the adverse operating condition, invoke the scheduling and entitlement mechanisms
provided for by Transporter's Tariff;

(ii) Contract-Specific OFO - to the extent Transporter determines they will alleviate the adverse operating condition, invoke, pro rata based on applicable contract quantities, specific contractual provisions which require, as a condition of a Capacity Release or a commitment of capacity, certain Shippers to flow gas upon Transporter's request;

14. OPERATING CONDITIONS (Continued)

(i) Entitlement and Scheduling Remedies - to the extent Transporter determines they will alleviate the adverse operating condition, invoke the scheduling and entitlement mechanisms provided for by Transporter's Tariff;

(ii) Contract-Specific OFO - to the extent Transporter determines they will alleviate the adverse operating condition, invoke, pro rata based on applicable contract quantities, specific contractual provisions which require, as a condition of a Capacity Release or a commitment of capacity, certain Shippers to flow gas upon Transporter's request;

If after a good faith effort a Shipper is unable to find a market for OFO compliance gas, Transporter will deem a Shipper's nomination as confirmed, even if a downstream interconnecting pipeline or delivery point where the gas is intended to flow fails to confirm a market or accept the gas. Transporter will treat such nomination for gas that did not actually move through the delivery point as a Shipper Imbalance and handle any imbalance resulting from OFO compliance as provided in Section 15.10.

If a Shipper subject to a Contract-Specific OFO is unable to comply with the terms of an OFO due to failure of gas supply, penalties shall not be assessed to Shipper. Failure of gas supply occurs when a Shipper is unable to make a nomination at a receipt point from the downstream side of an OFO constraint point because such Shipper cannot, after exerting good faith efforts, physically obtain gas supply at any such receipt points by the timeline pursuant to Section 14.15(e). Shipper will provide to Transporter a signed affidavit, the form of which is posted on Transporter's Designated Site, prior to the Intraday 1 Nomination Cycle on the Gas Day for which the OFO has been issued, of its good faith efforts to obtain gas supply before Transporter will honor Shipper's request to be exempt from penalties.

(iii) Realignment OFO - Service Agreements that are subject to a Realignment OFO, requiring Shippers with unutilized MDQs on the downstream side of the constraint point to realign to those points, are those Service Agreements that meet the following criteria: have capacity that contains receipt points on both sides of the constrained point with primary firm corridor rights through such constrained point.

A Shipper's Realignment OFO obligation on any given day for a Service Agreement that is subject to a Realignment OFO is based upon the percentage of primary rights that are scheduled through a given constraint point and its unutilized MDQ on the downstream side of such constraint point. In no event will a Shipper be required to bring on supplies on the downstream side of a constraint point that exceed the scheduled quantity that was scheduled through the constraint point or its unutilized MDQ on the downstream side of the constraint point.

14. OPERATING CONDITIONS (Continued)

side of such constraint point. In no event will a Shipper be required to bring on supplies on the downstream side of a constraint point that exceed the scheduled quantity that was scheduled through the constraint point or its unutilized MDQ on the downstream side of the constraint point.

Nominating Shippers may elect to voluntarily decrease their nominations through a constrained area by the volume which is subject to the OFO, in lieu of realigning to supplies on the opposite side of the constraint point. If Shipper is unable to comply with the terms of an OFO due to failure of gas supply, penalties shall not be assessed to Shipper, and reservation charge adjustments will not be paid to such Shipper by Transporter; however, such Shipper's nominations will be decreased by a volume equivalent to that quantity of gas that does not comply with such OFO. In addition, Transporter will decrease Shipper's nomination by a volume equivalent to that quantity of gas that does not comply with such OFO if Northwest has invoked a Supply Shortage OFO pursuant to Section 14.15(v).

Shippers subject to a Realignment OFO will be required to, at a minimum, maintain their scheduled quantities from the Timely Nomination Cycle from receipt points on the downstream side of an OFO constraint point through the end of the Gas Day on which the OFO was declared. Realignment OFO Shippers that reduce such receipts on the downstream side of an OFO constraint point or offset their storage withdrawal with a storage injection nomination after the Timely Nomination Cycle must also reduce their Scheduled Quantities through the OFO constraint point; and

(iv) Must-flow OFO - Service Agreements that are subject to a Must-flow OFO, requiring Shippers to nominate their pro rata share (based on primary firm corridor rights) of the displacement requirement necessary to provide displacement nominations through a given constraint point in order for Transporter to obtain a net Scheduled Quantity that does not exceed the greater of the physical design capacity or the posted operationally available capacity for a given Gas Day are those Service Agreements that have capacity capable of providing displacement gas through a given constraint point utilizing their primary corridor rights.

Transporter will issue a Must-flow OFO to such Shippers for the Gas Day(s) the Must-flow OFO is to be in effect, requiring such Shippers to nominate their pro rata share (based on corridor rights) of the displacement requirement necessary to alleviate the operating condition (but not to exceed Contract Demand), regardless of amounts such Shippers may have nominated.

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

(ii) In addition to (i) above, for that part of the unauthorized underrun imbalances where immediate relief is requested but not provided within a 72 hour period as set forth in Section 15.5(c), the additional 72 hour penalty will be the product of the underrun imbalance quantity not eliminated multiplied by a rate per Dth as set forth in the Statement of Rates of this tariff.

(iii) If an unauthorized overrun or underrun quantity causes Transporter to pay demand or reservation charge credits to any Shipper under the provisions of this Tariff for any day, the Shipper(s) which caused such demand or reservation charge credits to be incurred shall on a pro rata basis reimburse Transporter for such demand or reservation charge credit payments through a special charge included on Transporter's invoices to each affected Shipper.

(iv) If a Receiving Party is initially below the Threshold Percentage based on estimated measured volumes but exceeds the Threshold Percentage once actual measured volumes are available, the Receiving Party will be provided with the opportunity to avoid a penalty situation for that Gas Day if the Receiving Party submits a valid request, within ten (10) days of receiving notification from Transporter that the Threshold Percentage has been exceeded, to increase/remove the Scheduled Quantities that exceed the Threshold Percentage and such request is confirmed by the upstream/downstream operators and Transporter. Transporter will only confirm the change in Scheduled Quantities if Transporter could have authorized the change, based on operationally available capacity, for the Gas Day in which the Threshold Percentage was exceeded.

(d) Exception. The Daily Unauthorized Overrun and Underrun Charges provided in Section 15.5(c) shall not apply on any day when either (i), (ii), or (iii) below is applicable:

(i) When the unauthorized overrun volume on the particular day during either a general system or customer-specific Declared Entitlement Period does not exceed the Threshold Percentage as set forth in Section 15.5(c) of Receiving Party's entitlement for such day as set forth in Section 15.5(b), or 2,000 Dth, whichever is larger.

(ii) When the unauthorized underrun volume on the particular day during either a general system or customer-specific Declared Entitlement Period does not exceed the Threshold Percentage as set forth in Section 15.5(c) of Receiving Party's entitlement for such day as set forth in Section 15.5(b), or 2,000 Dth, whichever is larger.

Northwest Pipeline LLC FERC Gas Tariff Fifth Revised Volume No. 1

GENERAL TERMS AND CONDITIONS (Continued)

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 without complying with the notification and bidding requirements of this Section 22 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).

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 nineteen/twenty-fourths of the Contract Demand recalled if the recall is effective prior to the Intraday 1 nomination cycle or fifteen/twenty-fourths of the Contract Demand recalled if the recall is effective prior cycle or eleven/twenty-fourths of the Contract Demand recalled if the Intraday 2 nomination cycle or eleven/twenty-fourths of the Contract Demand recalled if the recall is effective prior to the Intraday 3 nomination cycle.

Northwest Pipeline LLC FERC Gas Tariff Fifth Revised Volume No. 1

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 of the required new _____ facilities or (Date)] b. Primary Term End Date: [(Date)] (or) [(Specified period before or after a specified event)] (and) Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: [None] (or) [(Description)]. 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 [(a)(i) and (b)(i)] (or) [(a)(ii) and (b)(ii)] (or) [(a)(iii) and (b) (iii)] 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 and/or Alternative Actions in lieu of a Contract-Specific OFO: ____[None] (or) Quantity Transmission Corridor Time Period Up to Dth per day (Point) to (Point) (Date) to [(Date)(or) Agreement Termination Date] (and) / (or)

Specified contract-specific OFO conditions or alternative actions: [None] or [(Description)].

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT (Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

result of the index-based formula is unavailable or cannot be computed.)]

(or)

- a.[4] [See Index-Based Rate Unique Formula specified by Releasing Shipper in Section 12 of this Exhibit A.]
- b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges] (or) [\$____, plus applicable surcharges]
- c. Awarded 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) [The following rate discount condition from Releasing Shipper's Contract No. (insert number) shall apply to this Agreement as follows: (insert the same discount condition from the Releasing Shipper's contract, as modified only by the awarded rate that will apply).]

| 6. | Transportation | Term: | Begin Date: |
|----|----------------|-------|-------------------|
| | | | Nomination Cycle: |
| | | | End Date: |

7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of <u>a Contract-Specific OFO</u>: [None] <u>+(or)</u>

(and)/(or)

 Regulatory Authorization: [18 CFR 284.223] (or) [18 CFR 284.102, on behalf of _____]
 Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit C [No] (or) [Yes] Northwest Pipeline LLC FERC Gas Tariff Fifth Revised Volume No. 1

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

8. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of <u>a Contract-Specific OFO</u>: [None] (or)

Quantity Transmission Corridor Time Period Up to _____ Dth per day (Point) to (Point) (Date) to [(Date) (or) Agreement Termination Date] (and) / (or) ecific OFO conditions or alternative actions: Specified [None] or [(Description)]. 9. Regulatory Authorization: [18 CFR 284.223] (or) [18 CFR 284.102, on behalf of ____] 10. Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit C [No] (or) [Yes] Exhibit D [No] (or) [Yes] Exhibit E [No] (or) [Yes]

Northwest Pipeline LLC FERC Gas Tariff Fifth Revised Volume No. 1

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, plus applicable surcharges] (or) [\$, plus applicable surcharges] (or) [% of Maximum Base Tariff Rate, plus applicable surcharges] | | | | | |
| | (or) | | | | | |
| | <pre>. Awarded Volumetric Bid Reservation Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]</pre> | | | | | |
| | pursuant to Section 3.4(c) of Rate Schedule TF-2 using a minimum average load factor volumetric commitment of%] | | | | | |
| | <pre>b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges] (or) [\$, plus applicable surcharges]</pre> | | | | | |
| | 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: | | | | | |
| | Contract-Specific OFO Parameters and/or Alternative Actions in lieu of <u>Contract-Specific OFO</u> :[None] (or) | | | | | |
| | Time PeriodQuantityTransmission Corridor(Date) toUp toDth per day(Point) to (Point)[(Date) (or)Agreement Termination Date] | | | | | |

(and)/(or)

<u>Specified contract-specific OFO conditions</u> or alternative actions: [None] or [(Description)].

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-totime), 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 (i) the daily product of Shipper's Scheduled Quantity in Dth and the Rate Schedule TFL-1 applicable maximum base volumetric rate for the Designated Lateral stated in the Statement of Rates of this Tariff, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

3.4 Overrun Charge. For any volume transported in excess of Shipper's Transportation 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 base scheduled overrun rate per Dth for the Designated Lateral stated on Sheet No. 5, unless otherwise agreed to by Shipper and Transporter.

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 (i) the daily product of Shipper's Scheduled Quantity in Dth and either the Rate Schedule TIL-1 applicable maximum base volumetric rate for the Designated Lateral stated on the Statement of Rates or the discounted Recourse Rate established pursuant to Section 3.4, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

3.3 Facilities Construction: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities, payment for such facilities will be set forth in the facilities 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 base rates set forth on the Statement of Rates in 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.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

14. OPERATING CONDITIONS (Continued)

14.15 Operational Flow Order ("OFO")

(a) General. NAESB WGQ Nominations Related Standards 1.3.26 and1.3.34 will apply.

This Section 14.15 will apply to any Shipper, including any Replacement Shipper, receiving firm transportation service under any Rate Schedule contained in Transporter's FERC Gas Tariff. Transporter will issue OFOs when in its reasonable judgment Transporter determines OFOs are necessitated by the condition 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 or a FERC approved non-conforming provision on Exhibit B of Rate Schedule TF-1 and TF-2 Service Agreements.

(b) OFO Operational Conditions. An OFO may be issued when primary firm nominations through a given constraint point exceed the greater of the physical design capacity or the posted operationally available capacity for a given day. Transporter will not issue an OFO when Transporter's inability to meet firm transportation commitments is due to scheduled or unscheduled maintenance, force majeure, or the Unavailability of Transporter's Facilities.

Reliance on Scheduled Quantities for OFO Calculations. When (C) calculating OFO obligations to alleviate the adverse operating condition, Transporter relies on Scheduled Quantities from the Timely Nomination Cycle that are (i) on the downstream side of the constraint point and scheduled on a Service Agreement subject to a Realignment OFO, or (ii) flowing through the OFO constraint point in the nonconstrained direction. Due to this reliance, Shippers may not reduce such Scheduled Quantities in subsequent Nomination cycles during the Gas Day for which Transporter has issued an OFO. If such Scheduled Quantities are reduced in subsequent Nomination cycles during the Gas Day on which an OFO has been issued, they will be subject to the same OFO penalties as those outlined in Section 14.15(f) herein, unless a Shipper reduces a corresponding quantity flowing through the constraint point, in the constrained direction, or takes other actions acceptable to Transporter.

(d) Order of Operational Remedies. Transporter will take the following actions in order to alleviate adverse operating conditions utilizing the mechanisms below in the following order:

14. OPERATING CONDITIONS (Continued)

(i) Entitlement and Scheduling Remedies - to the extent Transporter determines they will alleviate the adverse operating condition, invoke the scheduling and entitlement mechanisms provided for by Transporter's Tariff;

(ii) Contract-Specific OFO - to the extent Transporter determines they will alleviate the adverse operating condition, invoke, pro rata based on applicable contract quantities, specific contractual provisions which require, as a condition of a Capacity Release or a commitment of capacity, certain Shippers to flow gas upon Transporter's request;

If after a good faith effort a Shipper is unable to find a market for OFO compliance gas, Transporter will deem a Shipper's nomination as confirmed, even if a downstream interconnecting pipeline or delivery point where the gas is intended to flow fails to confirm a market or accept the gas. Transporter will treat such nomination for gas that did not actually move through the delivery point as a Shipper Imbalance and handle any imbalance resulting from OFO compliance as provided in Section 15.10.

If a Shipper subject to a Contract-Specific OFO is unable to comply with the terms of an OFO due to failure of gas supply, penalties shall not be assessed to Shipper. Failure of gas supply occurs when a Shipper is unable to make a nomination at a receipt point from the downstream side of an OFO constraint point because such Shipper cannot, after exerting good faith efforts, physically obtain gas supply at any such receipt points by the timeline pursuant to Section 14.15(e). Shipper will provide to Transporter a signed affidavit, the form of which is posted on Transporter's Designated Site, prior to the Intraday 1 Nomination Cycle on the Gas Day for which the OFO has been issued, of its good faith efforts to obtain gas supply before Transporter will honor Shipper's request to be exempt from penalties.

(iii) Realignment OFO - Service Agreements that are subject to a Realignment OFO, requiring Shippers with unutilized MDQs on the downstream side of the constraint point to realign to those points, are those Service Agreements that meet the following criteria: have capacity that contains receipt points on both sides of the constrained point with primary firm corridor rights through such constrained point.

A Shipper's Realignment OFO obligation on any given day for a Service Agreement that is subject to a Realignment OFO is based upon the percentage of primary rights that are scheduled through a given constraint point and its unutilized MDQ on the downstream

14. OPERATING CONDITIONS (Continued)

side of such constraint point. In no event will a Shipper be required to bring on supplies on the downstream side of a constraint point that exceed the scheduled quantity that was scheduled through the constraint point or its unutilized MDQ on the downstream side of the constraint point.

Nominating Shippers may elect to voluntarily decrease their nominations through a constrained area by the volume which is subject to the OFO, in lieu of realigning to supplies on the opposite side of the constraint point. If Shipper is unable to comply with the terms of an OFO due to failure of gas supply, penalties shall not be assessed to Shipper, and reservation charge adjustments will not be paid to such Shipper by Transporter; however, such Shipper's nominations will be decreased by a volume equivalent to that quantity of gas that does not comply with such OFO. In addition, Transporter will decrease Shipper's nomination by a volume equivalent to that quantity of gas that does not comply with such OFO if Northwest has invoked a Supply Shortage OFO pursuant to Section 14.15(v).

Shippers subject to a Realignment OFO will be required to, at a minimum, maintain their scheduled quantities from the Timely Nomination Cycle from receipt points on the downstream side of an OFO constraint point through the end of the Gas Day on which the OFO was declared. Realignment OFO Shippers that reduce such receipts on the downstream side of an OFO constraint point or offset their storage withdrawal with a storage injection nomination after the Timely Nomination Cycle must also reduce their Scheduled Quantities through the OFO constraint point; and

(iv) Must-flow OFO - Service Agreements that are subject to a Must-flow OFO, requiring Shippers to nominate their pro rata share (based on primary firm corridor rights) of the displacement requirement necessary to provide displacement nominations through a given constraint point in order for Transporter to obtain a net Scheduled Quantity that does not exceed the greater of the physical design capacity or the posted operationally available capacity for a given Gas Day are those Service Agreements that have capacity capable of providing displacement gas through a given constraint point utilizing their primary corridor rights.

Transporter will issue a Must-flow OFO to such Shippers for the Gas Day(s) the Must-flow OFO is to be in effect, requiring such Shippers to nominate their pro rata share (based on corridor rights) of the displacement requirement necessary to alleviate the operating condition (but not to exceed Contract Demand), regardless of amounts such Shippers may have nominated.

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

(ii) In addition to (i) above, for that part of the unauthorized underrun imbalances where immediate relief is requested but not provided within a 72 hour period as set forth in Section 15.5(c), the additional 72 hour penalty will be the product of the underrun imbalance quantity not eliminated multiplied by a rate per Dth as set forth in the Statement of Rates of this tariff.

(iii) If an unauthorized overrun or underrun quantity causes Transporter to pay demand or reservation charge credits to any Shipper under the provisions of this Tariff for any day, the Shipper(s) which caused such demand or reservation charge credits to be incurred shall on a pro rata basis reimburse Transporter for such demand or reservation charge credit payments through a special charge included on Transporter's invoices to each affected Shipper.

(iv) If a Receiving Party is initially below the Threshold Percentage based on estimated measured volumes but exceeds the Threshold Percentage once actual measured volumes are available, the Receiving Party will be provided with the opportunity to avoid a penalty situation for that Gas Day if the Receiving Party submits a valid request, within ten (10) days of receiving notification from Transporter that the Threshold Percentage has been exceeded, to increase/remove the Scheduled Quantities that exceed the Threshold Percentage and such request is confirmed by the upstream/downstream operators and Transporter. Transporter will only confirm the change in Scheduled Quantities if Transporter could have authorized the change, based on operationally available capacity, for the Gas Day in which the Threshold Percentage was exceeded.

(d) Exception. The Daily Unauthorized Overrun and Underrun Charges provided in Section 15.5(c) shall not apply on any day when either (i), (ii), or (iii) below is applicable:

(i) When the unauthorized overrun volume on the particular day during either a general system or customer-specific Declared Entitlement Period does not exceed the Threshold Percentage as set forth in Section 15.5(c) of Receiving Party's entitlement for such day as set forth in Section 15.5(b), or 2,000 Dth, whichever is larger.

(ii) When the unauthorized underrun volume on the particular day during either a general system or customer-specific Declared Entitlement Period does not exceed the Threshold Percentage as set forth in Section 15.5(c) of Receiving Party's entitlement for such day as set forth in Section 15.5(b), or 2,000 Dth, whichever is larger.

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 without complying with the notification and bidding requirements of this Section 22 until twenty-eight (28) days after the first release period has ended.

22.10 CAPACITY RELEASE TRANSACTIONS EXEMPT FROM BIDDING (Continued)

(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 nineteen/twenty-fourths of the Contract Demand recalled if the recall is effective prior to the Intraday 1 nomination cycle or fifteen/twenty-fourths of the Contract Demand recalled if the recall is effective prior cycle or eleven/twenty-fourths of the Contract Demand recalled if the Intraday 2 nomination cycle or eleven/twenty-fourths of the Contract Demand recalled if the Intraday 3 nomination cycle.

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 of the required new _____ facilities or (Date)] b. Primary Term End Date: [(Date)] (or) [(Specified period before or after a specified event)] (and) Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: [None] (or) [(Description)]. 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 [(a)(i) and (b)(i)] (or) [(a)(ii) and (b)(ii)] (or) [(a)(iii) and (b) (iii)] 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 and/or Alternative Actions in lieu of a Contract-Specific OFO: [None] (or) Quantity Transmission Corridor Time Period Up to _____ Dth per day (Point) to (Point) (Date) to [(Date)(or) Agreement Termination Date] (and) / (or) [(Description)].

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT (Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

result of the index-based formula is unavailable or cannot be computed.)]

(or)

- a.[4] [See Index-Based Rate Unique Formula specified by Releasing Shipper in Section 12 of this Exhibit A.]
- b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges] (or) [\$____, plus applicable surcharges]
- c. Awarded 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) [The following rate discount condition from Releasing Shipper's Contract No. (insert number) shall apply to this Agreement as follows: (insert the same discount condition from the Releasing Shipper's contract, as modified only by the awarded rate that will apply).]

| 6. | Transportation | Term: | Begin Date: |
|----|----------------|-------|-------------------|
| | | | Nomination Cycle: |
| | | | End Date: |

7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO: [None] (or)

Time Period Quantity Transmission Corridor
(Date) to Up to ____ Dth per day (Point) to (Point)
[(Date) (or)
Agreement Termination Date]
(and)/(or)
[(Description)].
8. Regulatory Authorization: [18 CFR 284.223]
(or)
[18 CFR 284.102, on behalf of ____]
9. Additional Exhibits: Exhibit B [No] (or) [Yes]

Exhibit C [No] (or) [Yes]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued) [Base Contract Version] EXHIBIT A (Continued) 8. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO: [None] (or) Quantity Transmission Corridor Time Period (Date) to [(Date) (or) Up to _____ Dth per day (Point) to (Point) Agreement Termination Date] (and)/(or) [(Description)]. 9. Regulatory Authorization: [18 CFR 284.223] (or) [18 CFR 284.102, on behalf of] 10. Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit C [No] (or) [Yes] Exhibit D [No] (or) [Yes] Exhibit E [No] (or) [Yes]

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, plus applicable surcharges] (or) [\$, plus applicable surcharges] (or) [% of Maximum Base Tariff Rate, plus applicable surcharges] | | | | | |
| | (or) | | | | | |
| | a. 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) [\$,] and an amount pursuant to Section 3.4(c) of Rate Schedule TF-2 using a minimum average load factor volumetric commitment of%] | | | | | |
| | <pre>b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges] (or) [\$, plus applicable surcharges]</pre> | | | | | |
| | 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: | | | | | |
| | Contract-Specific OFO Parameters and/or Alternative Actions in lieu of Contract-Specific OFO: [None] (or) | | | | | |
| | Time Period Quantity Transmission Corridor (Date) to Up to Dth per day (Point) to (Point) [(Date) (or) Agreement Termination Date] (and)/(or) [(Description)]. | | | | | |