



NORTHWEST PIPELINE LLC
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-2000

December 2, 2020

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

Reference: Northwest Pipeline LLC
Non-Conforming Service Agreements – XTO, Citadel, Cascade
Docket No. RP21-_____

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 the following tariff sheets related to non-conforming service agreements as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 (“FERC Gas Tariff”).

Fifteenth Revised Sheet No. 395
Ninth Revised Sheet No. 399-B

Northwest also submits revised tariff records to update its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements (“Original Tariff”):

Title Page – Version 2.0.0
Tariff Record 10 – Version 15.0.0
Tariff Record 10.C.1.5 – Version 0.0.0
Tariff Record 10.C.2.3 – Version 1.0.0

Statement of Nature, Reasons and Basis for the Filing

The purpose of this filing is to submit for inclusion in Northwest’s Original Tariff one new non-conforming service agreement (Agreement No. 143821) and to remove non-conforming service agreements that have terminated. Northwest is also making conforming changes to its list of non-conforming service agreements provided in the FERC Gas Tariff. Additionally, Northwest is submitting a revised Title Page to its Original Tariff to update contact information.

Agreement No. 143821

On August 19, 2019, Northwest and Cascade Natural Gas Corporation (“Cascade”) entered into the Walla Walla Lateral Facilities Agreement (“Facilities Agreement”) wherein Cascade agreed to reimburse Northwest to upgrade the Walla Walla Lateral through an incremental facilities charge, pursuant to Section 21.5(b) of the General Terms and Conditions of Northwest’s FERC Gas Tariff.

Article VI of the Facilities Agreement states that the non-conforming credit provisions are contained in Exhibit “D” of the Facilities Agreement. The non-conforming credit provisions are stated in Exhibit “B” of the transportation service agreement (“TSA”) and must be maintained by Cascade throughout the term of the TSA. The Commission has previously recognized that for new construction projects, pipelines need sufficient financial assurances from shippers to ensure, prior to the investment of significant resources in a project, that they can protect the financial commitment to the project.¹

Northwest is submitting this Cascade Agreement No. 143821 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission.

Northwest is also revising the list of non-conforming service agreements included in the FERC Gas Tariff to add this Cascade Agreement No. 143821.

Agreement Nos. 139366 and 141323

Agreement Nos. 139366 and 141323 contain non-conforming provisions and were entered into pursuant to Northwest’s expansion project Colorado Hub Connection Project. Each of these agreements contain non-conforming provisions related to non-opposition to rolled-in rates, creditworthiness requirements, termination rights and right of first refusal. XTO Energy Inc (“XTO”) notified Northwest on August 30, 2019, of its intent to terminate Agreement No. 139366, effective November 1, 2020. Citadel Energy Marketing (“Citadel”) notified Northwest on October 14, 2019 of its intent to terminate Agreement No. 141323, effective November 1, 2020.

Northwest is removing the XTO² and Citadel³ Agreements from its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements.

¹ *Policy Statement on Creditworthiness Issues for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding*, 111 F.E.R.C. ¶ 61,412, at P 17 (2005).

² The non-conforming provision was accepted by the Commission in letter order dated December 18, 2008 in Docket No. RP09-134-000. The original contract was between Northwest and ExxonMobil Gas & Power Marketing Company (“Exxon”). Per letter order dated July 19, 2012, Exxon permanently released this contract, beginning January 1, 2012, to Cross Timbers Energy Services, Inc (“Cross Timbers”). Subsequently, Cross Timbers assigned this contract to XTO. The original contract was executed prior to the implementation of eTariff.

³ The non-conforming provision was accepted by the Commission in letter order dated October 29, 2009 in Docket No. RP09-1089-000. The original contract was between Northwest and WPX Energy Marketing, LLC (“WPX”). Per letter order dated December 13, 2016, in Docket No. RP17-179-000, WPX permanently released this contract to Citadel, beginning August 1, 2016.

Northwest is also removing these two agreements from its list of non-conforming service agreements included in its FERC Gas Tariff, effective November 1, 2020.

Title Page Update

Northwest is updating the Title Page of Northwest's Original Tariff to add the name and contact information for Bela Patel, recently named manager of the Northwest Rates & Regulatory department following the retirement of Dave Madsen.

Filings Pending Before the Commission

In compliance with Section 154.204(f) of the Commission's regulations, Northwest states that it has no other tariff filings pending before the Commission that may significantly impact this filing.

Proposed Effective Date and Waiver Request

Northwest hereby requests that the proposed tariff sheets and records submitted herein be made effective January 2, 2021, or at the end of the 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.

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

- (1) The revised tariff sheets and records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the revised tariff sheets and records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff sheets and records in accordance with Section 154.201(a) of the Commission's regulations; and
- (5) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Northwest's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, 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:

Bela Patel
Manager, Rates & Regulatory
(713) 215-2659
Northwest Pipeline LLC
P.O. Box 1396
Houston, Texas 77251-1396
bela.patel@williams.com

Bruce Reemsnyder
Senior Counsel
(801) 584-6742
Northwest Pipeline LLC
P.O. Box 58900
Salt Lake City, Utah 84158-0900
bruce.reemsnyder@williams.com

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

Respectfully submitted,

NORTHWEST PIPELINE LLC



Manager, Rates & Regulatory

Enclosures

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 10/16/14 (1)	11/19/14
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 143255)	TF-1	11/01/20	02/04/20
Citadel Energy Marketing LLC (No. 141322)	TF-1	07/18/16	11/15/16
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

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 06/25/19	07/23/19
TransAlta Energy Marketing (US) Inc. (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.

FERC GAS TARIFF
ORIGINAL VOLUME NON-CONFORMING SERVICE
AND NEGOTIATED RATE AGREEMENTS

Of

NORTHWEST PIPELINE LLC

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be sent to:

Bela Patel, Manager, Rates & Regulatory
Northwest Pipeline LLC
2800 Post Oak Boulevard
Houston, Texas 77056
P.O. Box 1396
Houston, Texas 77251

Telephone: (713) 215-2659
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bela.patel@williams.com

NON-CONFORMING SERVICE AGREEMENTS
Entered Into or Modified After May 24, 2010

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Rate Schedule TF-1 Service Agreement
Contract No. 143821

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on November 09, 2020.

WHEREAS:

- A. Transporter and Shipper entered into the Walla Walla Lateral Facilities Agreement dated August 19, 2019 wherein Shipper agreed to reimburse Transporter to upgrade the Walla Walla Lateral through an incremental facilities charge, pursuant to Section 21.5(b) of the General Terms and Conditions of Transporter's FERC Gas Tariff, and to execute a Service Agreement incorporating such incremental facility charge.

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 Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff 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 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 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. **Transportation Term.** This Agreement becomes effective on the effective date set forth on Exhibit A. 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

**Northwest Pipeline LLC
 FERC Gas Tariff
 Original Volume
 Non-Conforming Service and Negotiated Rate Agreements**

**Tariff Record 10.C.1.5
 Contract No. 143821
 Version 0.0.0**

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.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, 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

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

Cascade Natural Gas Corporation
 By: /S/
 Name: ERIC WOOD
 Title: GAS SUPPLY SUPERVISOR, CNGC/IG

Northwest Pipeline LLC
 By: /S/
 Name: GARY VENZ
 Title: Director Commercial Services

EXHIBIT A

Dated November 09, 2020, Effective November 11, 2020

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 143821)

between Northwest Pipeline LLC

and Cascade Natural Gas Corporation

SERVICE DETAILS

1. Transportation Contract Demand (CD): 1,083 Dth per day
2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
912 WALLA WALLA IN-LINE TRANSFER	1,083
<u>Total</u>	<u>1,083</u>

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
520 WALLA WALLA	1,083	150
<u>Total</u>	<u>1,083</u>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:
 - a. Large Customer

- b. Incremental Expansion Customer: No
5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:
- (Negotiated Rates are on Exhibit D if attached.)
- a. Reservation Charge (per Dth of CD): \$0.00, plus applicable surcharges
 - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
 - c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None
 - d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: In recognition of Shipper's obligation to pay the Facility Charge set forth in Exhibit "C" hereto, the Maximum Effective Tariff Rate otherwise applicable will be discounted to the Minimum Effective Tariff Rate so long as Shipper is paying the Facility Charge as set forth in Exhibit "C" attached. However, such discount will not apply and Shipper will pay Transporter's Maximum Tariff Reservation Rate, whenever, and to the extent, Shipper (or any replacement shipper) utilizes receipt and/or delivery points that are not located on the Upgraded Delivery Facilities. If in any rate proceeding subsequent to the execution date of the Agreement, the Commission requires an allocation of additional costs to this Agreement, the previously applicable discounted rate will no longer apply and this Agreement will be concurrently amended to establish a new discounted rate calculated to recover all direct and allocated costs deemed attributable by the Commission to service under this Agreement. For all future Facility Charge items relating to the Upgraded Delivery Facilities, such items will be calculated by Transporter in a manner that is consistent with the methodology set forth in Exhibit "C" of this Agreement.
 - e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable
6. Transportation Term:
- a. Primary Term Begin Date: November 11, 2020
 - b. Primary Term End Date: November 10, 2030
- Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None
- c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1
7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:
- None
8. Regulatory Authorization: 18 CFR 284.223
9. Additional Exhibits:
- Exhibit B Yes
 - Exhibit C Yes
 - Exhibit D No
 - Exhibit E No

EXHIBIT B

Dated November 09, 2020, Effective November 11, 2020,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 143821)
between Northwest Pipeline LLC
and Cascade Natural Gas Corporation

NON-CONFORMING PROVISIONS

ARTICLE B-I

CREDIT

B-1.1 Transporter's obligations under this Agreement are contingent upon Shipper's continuing satisfaction of the creditworthiness standard or the collateral alternative set forth in this Article B-I. Any reference to Shipper in this Article B-I shall also refer and apply to its Guarantor if Shipper has provided a guaranty of financial performance as collateral pursuant to Section B-1.8(a).

B-1.2 Upon Transporter's request, Shipper shall furnish annually the up-to-date information specified below (" Credit Information "). In addition, Transporter reserves the right to request Credit Information at any other time if Transporter reasonably believes that Shipper's creditworthiness, collateral, or ability to pay may have deteriorated. Shipper shall furnish complete Credit Information to Transporter within ten (10) days after receiving Transporter's request (" Credit Information Deadline "). Transporter will maintain any non-public data included in Shipper's Credit Information on a confidential basis for one (1) year after its receipt. Credit Information will include:

(a) Financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other financial filings with regulatory agencies. If audited financial statements are not available, then Shipper must provide an attestation by its Chief Financial Officer, Controller, or equivalent that such statements constitute a true, correct and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (" GAAP ") or equivalent standard. If the above information is available on the public internet, Shipper instead may provide instructions regarding where such statements may be located by Transporter.

(b) List of affiliates, parent companies and subsidiaries.

(c) Publicly available information from credit reports by credit and bond rating agencies.

(d) Private credit ratings, if obtained by Shipper.

(e) Bank and utility credit references. If Shipper does not have utility references, trade payable vendor references may be substituted.

(f) For state-regulated utility local gas distribution company's documentation from their respective state regulatory commission (or equivalent authority) of an authorized gas supply cost recovery mechanism that fully recovers both gas commodity and transportation capacity costs and is afforded regulatory asset accounting treatment in accordance with GAAP or equivalent.

(g) Such other information as may be mutually agreed to by the Parties.

Transporter shall not be obligated to consider any information other than that which Shipper provides, but may, in its sole discretion, elect to do so if Transporter believes that the Credit Information provided by Shipper is inaccurate or incomplete.

B-1.3 Transporter shall apply consistent evaluation practices to all similarly situated shippers executing transportation service agreements for service on the Upgraded Delivery Facilities when determining Shipper's financial ability to perform the payment obligations that may be due Transporter during the term of this Agreement.

B-1.4 Transporter will apply the following standard in determining whether Shipper is creditworthy:

(a) Shipper will be deemed creditworthy if: (i) Shipper has a long-term senior unsecured debt rating of BBB or better from Standard & Poor's Corporation (" S&P ") or Baa2 or better from Moody's Investor Service (" Moody's "), in each case with stable or better outlook (if Shipper is rated by both agencies, then the lower rating shall apply); and (ii) Shipper's Credit Limit determined in accordance with Section B-1.5 is equal to or greater than the Minimum Credit Requirement identified in Section B-1.7; or

(b) Shipper will be considered creditworthy if: (i) Shipper's long-term senior unsecured debt is not rated by S&P or Moody's, but Transporter nevertheless determines based on the results of a thorough evaluation of the information provided by Shipper in Section B-1.2 that Shipper's debt rating is equivalent to the ratings in Section B-1.4(a) (i); and (ii) Shipper's Credit Limit is equal to or greater than the Minimum Credit Requirement.

B-1.5 If Shipper satisfies either Section B-1.4(a) (i) or B-1.4(b) (i), as applicable, then Transporter will establish a credit limit for Shipper based on a thorough evaluation of the Credit Information provided by Shipper in Section B-1.2 relative to Shipper's outstanding credit exposures (" Shipper's Credit Limit "). If Shipper's Credit Limit is less than the Minimum Credit Requirement, then Shipper must provide collateral pursuant to Section B-1.8 in an amount equal to the difference between the Minimum Credit Requirement and Shipper's Credit Limit ("Shipper's Credit Shortfall").

B-1.6 If Shipper does not satisfy either Section B-1.4(a) (i) or B-1.4(b) (i), as applicable, then Transporter will not establish a credit limit for Shipper. Rather, Shipper will be required to provide collateral pursuant to Section B-1.8 in an amount equal to the Minimum Credit Requirement.

B-1.7 The " Minimum Credit Requirement " shall equal the Facility Charges payable over the next thirty-six (36) months or the remaining term of this Agreement, whichever is less; provided in no event shall the Minimum Credit Requirement during the Primary Term or any extension thereof be less than the minimum credit support required under Transporter's Tariff.

B-1.8 If Shipper fails or ceases to satisfy either Section B-1.4(a) or B-1.4(b), as applicable, Transporter will notify Shipper of the basis for such determination and the amount of collateral that Shipper must provide, not to exceed the Minimum Credit Requirement. Similarly, if Shipper has previously provided collateral pursuant to this Section B-1.8, but such collateral fails or ceases to satisfy the conditions of this Section B-1.8, Transporter will notify Shipper of the basis for such determination and the amount of collateral that Shipper must provide, not to exceed the Minimum Credit Requirement. Shipper will have fifteen (15) days after receipt of such notice (" Collateral Deadline ") to provide the specified amount of collateral in one or more of the acceptable forms described below.

(a) Shipper may provide a guaranty of financial performance, in form and substance reasonably satisfactory to Transporter, from one or more guarantors (collectively " Guarantor ") that complies with the information requirements in Section B-1.2 and meets the applicable creditworthiness standard in Section B-1.4. At least annually, Transporter will reevaluate the creditworthiness of Shipper and its Guarantor pursuant to this Article B-I and will notify Shipper of the results and whether any other collateral must be provided.

(b) A standby irrevocable letter of credit ("LC") in form and substance satisfactory to Transporter, drawn upon a major U.S. bank having assets of at least U.S. \$10 billion and with a credit rating of A or better from S&P or A2 or better from Moody's (if the bank is rated by both agencies, then the lower rating shall apply). At least annually, Transporter will reevaluate the creditworthiness of Shipper and the bank providing the LC pursuant to this Article B-I and will notify Shipper of the amount by which the LC must be adjusted or eliminated.

(c) Shipper may provide a cash security deposit (" Deposit "). The Deposit must be sufficient to cover Shipper's Credit Shortfall. The Deposit shall accrue interest and Transporter shall pay the interest accrued on the Deposit to Shipper quarterly. At least annually, Transporter will reevaluate Shipper's creditworthiness pursuant to this Article B-I and will notify Shipper of the amount by which the Deposit

must be adjusted or eliminated.

(d) Shipper may provide such other collateral as mutually agreed to in writing by the Parties on a nondiscriminatory basis.

B-1.9 If Shipper defaults under Section B-1.2 or B-1.8, then Transporter may terminate this Agreement by providing thirty (30) days' notice of termination to Shipper and FERC. However, Shipper may avoid such termination by curing such default within the thirty (30) day notice period. If this Agreement is terminated pursuant to this Section B-1.9, then Transporter may immediately cease providing service to Shipper and obtain recovery for Shipper's default through Articles B-III and B-IV of this Agreement.

ARTICLE B-II

DISPUTED STATEMENTS

B-2.1 If Shipper should dispute the amount of any statement delivered under this Agreement, then on or before the disputed statement's due date Shipper shall notify Transporter of the dispute and provide documentation identifying the basis for the dispute. In addition, Shipper shall pay by the statement's due date:

(a) The full amount of the statement, subject to refund with interest on the refunded amount upon final determination of the dispute in Shipper's favor; or

(b) Such amount of the statement as Shipper concedes to be correct and, within ten (10) days after the statements due date, furnish a surety bond from a surety having an A.M. Best credit rating of "A" or better, guarantying payment to Transporter of the withheld amount with interest upon final determination of the dispute in Transporter's favor.

B-2.2 Interest on any overpayment or underpayment of the amount finally determined to be due shall accrue at the lesser of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Final determination of the amount due may be reached by either agreement of the Parties or judgment of the courts.

B-2.3 If Shipper posts a surety bond and the amount finally determined to be due Transporter is less than or equal to the amount that Shipper asserted in its documentation as being the correct amount due, then Transporter shall reimburse Shipper the premium paid by Shipper for the surety bond.

B-2.4 Except as permitted in Section B-2.1(b), Shipper's failure to pay the full amount of any statement when due shall be deemed a default under this Agreement. Upon such default, Transporter may terminate this Agreement by providing thirty (30) days' notice of termination to Shipper and FERC. However, Shipper may avoid such termination by taking one of the following actions within the thirty (30) day notice period:

(a) Not disputing the statement and paying the full amount due together with interest at the rate set forth in Section B-2.2; or

(b) Disputing the statement in compliance with Section B-2.1(a) or B-2.1(b); provided Shipper's delay in complying with Section B-2.1(a) or B-2.1(b) shall be deemed a waiver of Shipper's right to recover any interest or bond premium under Section B-2.1(a) or B-2.1(b).

If this Agreement is terminated pursuant to this Section B-2.4, then Transporter may immediately cease providing service to Shipper and obtain recovery for Shipper's default through Articles B-III and B-IV of this Agreement.

ARTICLE B-III

REMEDY FOR SHIPPER'S DEFAULT

B-3.1 If this Agreement is terminated pursuant to Section B-1.9 or B-2.4, then the following shall

immediately become due and payable by Shipper to Transporter: the Net Book Value, Remaining Net Negative Salvage, the Make-Whole Fee and Related Income Taxes, as each of these terms is defined in this Article B-III.

B-3.2 " Net Book Value " means the total gross investment in the Upgraded Delivery Facilities less the depreciation that has been included in the Facility Charges paid by Shipper under this Agreement. The Net Book Value will not be reduced by any net negative salvage already collected.

B-3.4 " Remaining Net Negative Salvage " means the present value of the net negative salvage charge that would have been collected in the Facility Charges through the Primary Term of this Agreement. The cash flow discount factor for the present value calculation will be the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge.

B-3.5 " Make-Whole Fee " means an amount equal to the Net Book Value multiplied by the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge multiplied by five (5) years. The Parties agree that the Make-Whole Fee approximates the lost return on investment that Transporter will suffer from the time it receives the Net Book Value from Shipper until the time, if any, when the Net Book Value can be redeployed by Transporter in a similar project earning a similar return. The Parties acknowledge that it will be difficult, if not impossible, to determine the exact time it will take Transporter to identify, negotiate, design, permit, construct and place in service a similar project, or the exact return that Transporter will be able to earn on a similar project. Therefore, the Parties agree that the Make-Whole Fee represents a reasonable and good faith estimate of Transporter's actual damages, constitutes liquidated damages, and is not a penalty. Transporter will not be obligated to mitigate the Make-Whole Fee. If this Agreement is terminated during the last five (5) years of its Primary Term, then the five (5) year multiplier used in deriving the Make-Whole Fee will be reduced to correspond to the remaining Primary Term of this Agreement.

B-3.6 " Related Income Taxes " means the current federal and state income taxes resulting from Shipper's payment to Transporter of the Net Book Value, the Remaining Net Negative Salvage and the Make-Whole Fee less the income tax benefit received by Transporter from Transporter's ownership of the Upgraded Delivery Facilities. The income tax benefit received by Transporter from ownership of the Upgraded Delivery Facilities is the present value of any future tax benefits received by Transporter from the tax depreciation of the Upgraded Delivery Facilities after termination of this Agreement, discounted at the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge. The Related Income Taxes also include a gross-up calculation to cover the federal and state income taxes that Transporter must pay on the Related Income Taxes that Transporter collects from Shipper.

B-3.7 EXCEPT AS PROVIDED IN THIS ARTICLE B-III, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY WAS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.

ARTICLE B-IV
MISCELLANEOUS

B-4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

B-4.2 The provisions of this Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof.

B-4.3 If any provision of this Agreement is held to be unenforceable by a court or regulatory body of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

B-4.4 No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

B-4.5 Any lawsuit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in Salt Lake City, Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such lawsuit, action or proceeding.

B-4.6 The prevailing Party in any lawsuit, action or proceeding brought to enforce this Agreement or collect any amount due under this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witnesses' fees and other expenses incurred at trial and any appeal.

EXHIBIT C

Dated November 09, 2020, Effective November 11, 2020

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 143821)

between Northwest Pipeline LLC

and Cascade Natural Gas Corporation

INCREMENTAL FACILITIES PAYMENT OBLIGATION

1. DESCRIPTION OF FACILITIES:

The facilities contemplated by Section 21 or 29 of the GT&C to provide service under this agreement include the following:

The Existing Delivery Facilities to be upgraded commence near MP 22.5 on the existing Walla Walla Lateral in Section 6, Township 5 North, Range 36 East in Umatilla County, Oregon. A 500 HP electric drive, single stage compressor was installed next to the Milton-Freewater meter station.

2. RESPONSIBILITY FOR FACILITIES COSTS:

Pursuant to Section 21 or 29 of the GT&C, Shipper is responsible to pay for the facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITIES PAYMENT:

- a. Type of Charge: Incremental facilities charge.
- b. Charge \$1,959,122.00

This amount represents the first year facility charge, which will be billed in equal monthly installments over a twelve month period, unless a shorter period is applicable. The facility charge will be adjusted and trued up annually thereafter to reflect the actual costs incurred by Transporter in accordance with the methodology set forth below:

1) Rate Derivation Assumptions.

The Facility Charge for the Walla Walla Upgraded Facilities Project ("Upgraded Delivery Facilities") will be calculated annually using the same rate derivation assumptions utilized in calculating the maximum base reservation rate approved by FERC under Rate Schedule TF-1 of the Tariff ("Tariff Reservation Rate"), as such Tariff Reservation Rate and underlying assumptions may change from time to time, with the exceptions that the Facility Charge will:

- a) Be recalculated and trued-up after the end of each calendar year as provided in Sections (4) through (7) below;
- b) Have a depreciable life equal to ten (10) years ("Fixed Depreciable Life"); and

2) Definitions.

The terms below have the following meanings for purposes of the Facility Charge calculation:

a) "Directly Assigned Transmission Operation and Maintenance ("O&M")" means all transmission costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201, except FERC Accounts 850-852 and 861.

b) "Directly Assigned Transmission O&M Labor" means only the transmission labor costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201, except FERC Accounts 850-852

and 861.

c) " Directly Assigned Transmission O&M Labor Ratios " means the ratio of Directly Assigned Transmission O&M Labor of the Upgraded Delivery Facilities to the total Directly Assigned Transmission O&M Labor of the transmission system.

d) " Indirectly Assigned Transmission O&M " means all costs in FERC Accounts 850-852 and 861.

e) Administrative and General ("A&G") means all costs in FERC Accounts as so defined in 18 CFR Part 201.

f) "Total O&M" means all costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201 and A&G.

g) "Total O&M Labor Ratios" means the ratio of Total O&M labor related costs assigned to the Upgraded Delivery Facilities to the Total O&M labor related costs assigned to the transmission and storage system.

h) "Transmission Communication Point Ratios" means the total communication points utilized in the Upgraded Delivery Facilities to the total communication points utilized in the transmission system.

i) "Transmission & Storage Communication Point Ratios" means the total communication points utilized in the Upgraded Delivery Facilities to the total communication points utilized in the transmission and storage system.

j) "Miles of Pipe Ratios" means the total miles of pipe for the Upgraded Delivery Facilities to the total miles of pipe for the transmission system.

3) Annual Cost-of-Service Components.

a) O&M Expenses.

i) Directly Assigned Transmission O&M related to the Upgraded Delivery Facilities is accumulated under a separate work order.

ii) Indirectly Assigned Transmission O&M is allocated using a combination method, which allocates: (1) costs in FERC Accounts 850 and 861 based on Directly Assigned Transmission O&M Labor Ratios, and (2) costs in FERC Accounts 851 and 852 based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission Communication Point Ratios.

iii) A&G is allocated in accordance with the FERC approved Kansas-Nebraska methodology.

iv) Directly assigned electric utility charges for compression.

If the allocation methods used in this Section (3) (a) change in any future FERC rate proceeding, then the above costs will be allocated consistent with the methods approved in such rate proceeding.

b) Depreciation.

i) Direct depreciation expense for the gross direct plant for the Upgraded Delivery Facilities is based on the Fixed Depreciable Life.

ii) Indirect depreciation expense includes general and intangible plant depreciation and amortization that is allocated using a combination method, which allocates:

(1) Depreciation related to general plant costs recorded in FERC Accounts as so defined in 18 CFR Part 201, except FERC Account 397, based on Total O&M Labor Ratios; and

(2) Depreciation and amortization related to intangible plant costs recorded in FERC Accounts as so defined in 18 CFR Part 201, and communication equipment costs in FERC Account 397 based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission & Storage Communication Point Ratios.

If the allocation methods used in this Section (3) (b) change in any future FERC rate proceeding, then the above costs will be allocated consistent with the methods approved in such rate proceeding.

c) Net Negative Salvage ("NNS").

NNS is calculated using gross direct plant for the Upgraded Delivery Facilities multiplied by the NNS rate developed for the transmission system. If the NNS rate changes in any future FERC rate proceeding, then the NNS rate will be revised consistent with the NNS rate developed for the transmission system in such rate proceeding or as otherwise specified in such rate proceeding.

d) Federal and State Income Taxes.

The federal income tax expense is based on the federal income tax rate in effect for the period of the cost-of-service calculation. The state income tax expense is based on the average weighted state income tax rates in effect for the period of the cost-of-service

calculation.

e) Taxes Other Than Income Taxes.

i) Ad valorem taxes are based on the rate(s) used to determine the taxes paid in the county or counties where the Upgraded Delivery Facilities are located, multiplied by the total average net plant of the Upgraded Delivery Facilities and the general and intangible plant assigned to the Upgraded Delivery Facilities.

ii) Payroll taxes are allocated to the Upgraded Delivery Facilities based on the Total O&M Labor Ratios.

iii) Other taxes not mentioned above, such as state franchise taxes and state sales and use taxes, are allocated to the Upgraded Delivery Facilities based on the appropriate combination method ratios used to allocate indirect depreciation expense discussed in Section (3) (b) (ii) above.

If the allocation methods used in this Section (3) (e) change in any future FERC rate proceeding, then the above taxes will be allocated consistent with the methods approved in such rate proceeding.

f) Return on Rate Base.

Return on rate base is calculated by multiplying Rate Base by the Overall Rate of Return.

i) Overall Rate of Return. The Overall Rate of Return will be based on the return on debt and equity and the applicable capital structure from the last litigated or settled general rate case where the components were stated.

ii) Rate Base. Rate base for the Upgraded Delivery Facilities includes both direct and indirect rate base and is calculated on an annual basis using a 13-month average (12 months of the current calendar year and the last month of the prior calendar year, if available).

(1) Direct rate base equals gross direct plant less accumulated depreciation and accumulated deferred income taxes for the Upgraded Delivery Facilities.

(a) Gross direct plant is based upon actual initial capital expenditures for the Upgraded Delivery Facilities. Any subsequent additional capital expenditures will be added to gross direct plant in the year incurred. To the extent that the gross direct plant has not been fully depreciated by the end of the Fixed Depreciable Life, the remaining net book value of the Upgraded Delivery Facilities, less any related accumulated deferred income taxes, will be included as part of the final cost-of-service true-up calculation.

(2) Indirect rate base equals gross general and intangible plant for the same accounts identified in the indirect depreciation expense discussed in Section (3) (b) (ii) above less related accumulated depreciation and accumulated deferred income taxes, plus working capital allocated to the Upgraded Delivery Facilities. Working capital includes materials and supplies and prepaid expenses.

(a) Indirect rate base is allocated to the Upgraded Delivery Facilities based on the same combination method ratios used to allocate indirect depreciation expense discussed in Section (3) (b) (ii) above.

(b) Working capital is allocated to the Upgraded Delivery Facilities using a combination method based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission & Storage Communication Point Ratios.

If the allocation methods in this Section (3) (f) (ii) (2) change in any future FERC rate proceeding, then indirect rate base and working capital will be allocated consistent with the methods approved in such rate proceeding.

4) Initial Facility Charge:

The initial Facility Charge will be calculated from the forecasted cost-of-service of the Upgraded Delivery Facilities between thirty (30) to ninety (90) days prior to the actual in-service date of the Upgraded Delivery Facilities and will be communicated by Northwest to Customer prior to the in-service date of the Upgraded Delivery Facilities.

5) Annual Recalculation of the Facility Charge.

A new Facility Charge will be calculated after the end of each calendar year in accordance with Sections (1) through (3).

6) Assessment Period.

Each new Facility Charge will be assessed from April of the current calendar year through March of the next calendar year unless a shorter period is applicable at the beginning and/or end of the Fixed Depreciable Life period.

7) Annual True-up of the Prior Facility Charge.

a) True-up Period. The "True-up Period" is the immediately preceding calendar year (or

partial preceding calendar year if this Agreement was in effect for only a portion of such preceding calendar year).

b) True-up Calculation. The difference between: (1) the actual cost-of-service calculation for Customer on the Upgraded Delivery Facilities during the True-up Period, and (2) the amount billed to Customer during the True-up Period plus Carrying Costs, as defined in Section (7) (c) below, will be billed or refunded as a lump sum on or before the current calendar year's April invoice. Other charges such as ACA, scheduled overrun, penalties, etc. are not trued-up and are therefore not included in the true-up calculation.

c) Carrying Costs. " Carrying Costs " equal the interest computed in conformance with FERC regulations from either:

i) The date the overcharge was paid by Customer through the date the overcharge is refunded by Northwest; or

ii) The date the undercharge would have been due to Northwest through the date the undercharge is paid by Customer.

d) Adjustments for FERC Rate Proceedings. To the extent that any part of a True-up Period falls within a FERC subject-to-refund period wherein any of the allocation methods described in this Exhibit are subject to change, initial billings will be based on the allocation methods used by Northwest in calculating its subject-to-refund Tariff Reservation Rate. If the allocation methods finally approved in such rate proceeding differ from those used by Northwest in calculating its subject-to-refund Tariff Reservation Rate, then the difference between the Facility Charge previously billed during the subject-to-refund period and the Facility Charge subsequently calculated using the allocation methods finally approved by FERC in such rate proceeding will be refunded or billed for the applicable billings. Such refund or billing will occur in the next True-up Period and will include Carrying Costs.

8) Audit Rights. Accounting records and work papers for each True-up Period will be available for audit or review at Northwest's offices for 180 days after the true-up for each year is invoiced. The true-up will be deemed correct if not challenged by Customer during that 180-day period.

- c. Term of Charge:10 years, commencing the latter of November 11, 2020, or the in-service date of the facilities.
- d. Accelerated Payment:None

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 10/16/14 (1)	11/19/14
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 143255)	TF-1	11/01/20	02/04/20
Citadel Energy Marketing LLC (No. 141322)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC (No. 141323)	TF-1	07/18/16	11/15/16
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

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 06/25/19	07/23/19
TransAlta Energy Marketing (US) Inc. (No. 127946)	TF-1	07/12/01 05/26/06 (2)	06/12/06
XTO Energy Inc. (No. 139366)	TF-1	12/20/11 03/23/17	06/29/12

(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

FERC GAS TARIFF
ORIGINAL VOLUME NON-CONFORMING SERVICE
AND NEGOTIATED RATE AGREEMENTS

Of

NORTHWEST PIPELINE LLC

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be sent to:

~~Dave Madsen, Director, Rates & Tariffs~~ Bela Patel, Manager, Rates & Regulatory

Northwest Pipeline LLC

2800 Post Oak Boulevard

Houston, Texas 77056

P.O. Box 1396

Houston, Texas 77251

295 Chipeta Way

~~Salt Lake City, Utah 84108~~

P.O. Box 58900

~~Salt Lake City, Utah 84158~~

Telephone: (801713) 584-6864215-2659

Facsimile: (801713) 584-7764215-2229

bela.patel@williams.com

NON-CONFORMING SERVICE AGREEMENTS
Entered Into or Modified After May 24, 2010

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Rate Schedule TF-1 Service Agreement
Contract No. 143821

—
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on November 09, 2020.

—
WHEREAS:

- A. Transporter and Shipper entered into the Walla Walla Lateral Facilities Agreement dated August 19, 2019 wherein Shipper agreed to reimburse Transporter to upgrade the Walla Walla Lateral through an incremental facilities charge, pursuant to Section 21.5(b) of the General Terms and Conditions of Transporter's FERC Gas Tariff, and to execute a Service Agreement incorporating such incremental facility charge.

—
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 Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff 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 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 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, 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

IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.

<u>Cascade Natural Gas Corporation</u>	-	<u>Northwest Pipeline LLC</u>
<u>By: /S/</u>	-	<u>By: /S/</u>
<u>Name: ERIC WOOD</u>	-	<u>Name: GARY VENZ</u>
<u>Title: GAS SUPPLY SUPERVISOR, CNGC/IG</u>	-	<u>Title: Director Commercial Services</u>

EXHIBIT A

Dated November 09, 2020, Effective November 11, 2020

to the
Rate Schedule TF-1 Service Agreement
(Contract No. 143821)
between Northwest Pipeline LLC
and Cascade Natural Gas Corporation

SERVICE DETAILS

1. Transportation Contract Demand (CD): 1,083 Dth per day

2. Primary Receipt Point(s):

<u>Point ID Name</u>	<u>Maximum Daily</u> <u>Quantities</u> <u>(Dth)</u>
<u>912 WALLA WALLA IN-LINE TRANSFER</u>	<u>1,083</u>
<u>Total</u>	<u>1,083</u>

3. Primary Delivery Point(s):

<u>Point ID Name</u>	<u>Maximum Daily</u> <u>Delivery</u> <u>Obligation</u> <u>(Dth)</u>	<u>Delivery</u> <u>Pressure</u> <u>(psig)</u>
<u>520 WALLA WALLA</u>	<u>1,083</u>	<u>150</u>
<u>Total</u>	<u>1,083</u>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: No

5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:

(Negotiated Rates are on Exhibit D if attached.)

a. Reservation Charge (per Dth of CD): \$0.00, plus applicable surcharges

b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges

c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None

d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: In recognition of Shipper's obligation to pay the Facility Charge set forth in Exhibit "C" hereto, the Maximum Effective Tariff Rate otherwise applicable will be discounted to the Minimum Effective Tariff Rate so long as Shipper is paying the Facility Charge as set forth in Exhibit "C" attached. However, such discount will not apply and Shipper will pay Transporter's Maximum Tariff Reservation Rate, whenever, and to the extent, Shipper (or any replacement shipper) utilizes receipt and/or delivery points that are not located on the Upgraded Delivery Facilities. If in any rate proceeding subsequent to the execution date of the Agreement, the Commission requires an allocation of additional costs to this Agreement, the previously applicable discounted rate will no longer apply and this Agreement will be concurrently amended to establish a new discounted rate calculated to recover all direct and allocated costs deemed attributable by the Commission to service under this Agreement. For all future Facility Charge items relating to the Upgraded Delivery Facilities, such items will be calculated by Transporter in a manner that is consistent with the methodology set forth in Exhibit "C" of this Agreement.

e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable

6. Transportation Term:

a. Primary Term Begin Date: November 11, 2020

b. Primary Term End Date: November 10, 2030

Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None

c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1

7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:

None

8. Regulatory Authorization: 18 CFR 284.223

9. Additional Exhibits:

Exhibit B Yes

Exhibit C Yes

Exhibit D No

Exhibit E No

EXHIBIT B

Dated November 09, 2020, Effective November 11, 2020,

—
(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 143821)
between Northwest Pipeline LLC
and Cascade Natural Gas Corporation

—
NON-CONFORMING PROVISIONS

ARTICLE B-I

CREDIT

—
B-1.1 Transporter's obligations under this Agreement are contingent upon Shipper's continuing satisfaction of the creditworthiness standard or the collateral alternative set forth in this Article B-I. Any reference to Shipper in this Article B-I shall also refer and apply to its Guarantor if Shipper has provided a guaranty of financial performance as collateral pursuant to Section B-1.8(a).

—
B-1.2 Upon Transporter's request, Shipper shall furnish annually the up-to-date information specified below (" Credit Information "). In addition, Transporter reserves the right to request Credit Information at any other time if Transporter reasonably believes that Shipper's creditworthiness, collateral, or ability to pay may have deteriorated. Shipper shall furnish complete Credit Information to Transporter within ten (10) days after receiving Transporter's request (" Credit Information Deadline "). Transporter will maintain any non-public data included in Shipper's Credit Information on a confidential basis for one (1) year after its receipt. Credit Information will include:

—
(a) Financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other financial filings with regulatory agencies. If audited financial statements are not available, then Shipper must provide an attestation by its Chief Financial Officer, Controller, or equivalent that such statements constitute a true, correct and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (" GAAP ") or equivalent standard. If the above information is available on the public internet, Shipper instead may provide instructions regarding where such statements may be located by Transporter.

—
(b) List of affiliates, parent companies and subsidiaries.

—
(c) Publicly available information from credit reports by credit and bond rating agencies.

—
(d) Private credit ratings, if obtained by Shipper.

—
(e) Bank and utility credit references. If Shipper does not have utility references, trade payable vendor references may be substituted.

—
(f) For state-regulated utility local gas distribution company's documentation from their respective state regulatory commission (or equivalent authority) of an authorized gas supply cost recovery mechanism that fully recovers both gas commodity and transportation capacity costs and is afforded regulatory asset accounting treatment in accordance with GAAP or equivalent.

—
(g) Such other information as may be mutually agreed to by the Parties.

—
Transporter shall not be obligated to consider any information other than that which Shipper provides, but may, in its sole discretion, elect to do so if Transporter believes that the Credit Information provided by Shipper is inaccurate or incomplete.

—
B-1.3 Transporter shall apply consistent evaluation practices to all similarly situated shippers executing transportation service agreements for service on the Upgraded Delivery Facilities when determining Shipper's financial ability to perform the payment obligations that may be due Transporter during the term of this Agreement.

—
B-1.4 Transporter will apply the following standard in determining whether Shipper is creditworthy:

—
(a) Shipper will be deemed creditworthy if: (i) Shipper has a long-term senior unsecured debt rating of BBB or better from Standard & Poor's Corporation (" S&P ") or Baa2 or better from Moody's Investor Service (" Moody's "), in each case with stable or better outlook (if Shipper is rated by both agencies, then the lower rating shall apply); and (ii) Shipper's Credit Limit determined in accordance with Section B-1.5 is equal to or greater than the Minimum Credit Requirement identified in Section B-1.7; or

(b) Shipper will be considered creditworthy if: (i) Shipper's long-term senior unsecured debt is not rated by S&P or Moody's, but Transporter nevertheless determines based on the results of a thorough evaluation of the information provided by Shipper in Section B-1.2 that Shipper's debt rating is equivalent to the ratings in Section B-1.4(a) (i); and (ii) Shipper's Credit Limit is equal to or greater than the Minimum Credit Requirement.

—
B-1.5 If Shipper satisfies either Section B-1.4(a) (i) or B-1.4(b) (i), as applicable, then Transporter will establish a credit limit for Shipper based on a thorough evaluation of the Credit Information provided by Shipper in Section B-1.2 relative to Shipper's outstanding credit exposures (" Shipper's Credit Limit "). If Shipper's Credit Limit is less than the Minimum Credit Requirement, then Shipper must provide collateral pursuant to Section B-1.8 in an amount equal to the difference between the Minimum Credit Requirement and Shipper's Credit Limit ("Shipper's Credit Shortfall").

—
B-1.6 If Shipper does not satisfy either Section B-1.4(a) (i) or B-1.4(b) (i), as applicable, then Transporter will not establish a credit limit for Shipper. Rather, Shipper will be required to provide collateral pursuant to Section B-1.8 in an amount equal to the Minimum Credit Requirement.

—
B-1.7 The " Minimum Credit Requirement " shall equal the Facility Charges payable over the next thirty-six (36) months or the remaining term of this Agreement, whichever is less; provided in no event shall the Minimum Credit Requirement during the Primary Term or any extension thereof be less than the minimum credit support required under Transporter's Tariff.

—
B-1.8 If Shipper fails or ceases to satisfy either Section B-1.4(a) or B-1.4(b), as applicable, Transporter will notify Shipper of the basis for such determination and the amount of collateral that Shipper must provide, not to exceed the Minimum Credit Requirement. Similarly, if Shipper has previously provided collateral pursuant to this Section B-1.8, but such collateral fails or ceases to satisfy the conditions of this Section B-1.8, Transporter will notify Shipper of the basis for such determination and the amount of collateral that Shipper must provide, not to exceed the Minimum Credit Requirement. Shipper will have fifteen (15) days after receipt of such notice (" Collateral Deadline ") to provide the specified amount of collateral in one or more of the acceptable forms described below.

—
(a) Shipper may provide a guaranty of financial performance, in form and substance reasonably satisfactory to Transporter, from one or more guarantors (collectively " Guarantor ") that complies with the information requirements in Section B-1.2 and meets the applicable creditworthiness standard in Section B-1.4. At least annually, Transporter will reevaluate the creditworthiness of Shipper and its Guarantor pursuant to this Article B-I and will notify Shipper of the results and whether any other collateral must be provided.

—
(b) A standby irrevocable letter of credit ("LC") in form and substance satisfactory to Transporter, drawn upon a major U.S. bank having assets of at least U.S. \$10 billion and with a credit rating of A or better from S&P or A2 or better from Moody's (if the bank is rated by both agencies, then the lower rating shall apply). At least annually, Transporter will reevaluate the creditworthiness of Shipper and the bank providing the LC pursuant to this Article B-I and will notify Shipper of the amount by which the LC must be adjusted or eliminated.

—
(c) Shipper may provide a cash security deposit (" Deposit "). The Deposit must be sufficient to cover Shipper's Credit Shortfall. The Deposit shall accrue interest and Transporter shall pay the interest accrued on the Deposit to Shipper quarterly. At least annually, Transporter will reevaluate Shipper's creditworthiness pursuant to this Article B-I and will notify Shipper of the amount by which the Deposit

must be adjusted or eliminated.

-

(d) Shipper may provide such other collateral as mutually agreed to in writing by the Parties on a nondiscriminatory basis.

-

B-1.9 If Shipper defaults under Section B-1.2 or B-1.8, then Transporter may terminate this Agreement by providing thirty (30) days' notice of termination to Shipper and FERC. However, Shipper may avoid such termination by curing such default within the thirty (30) day notice period. If this Agreement is terminated pursuant to this Section B-1.9, then Transporter may immediately cease providing service to Shipper and obtain recovery for Shipper's default through Articles B-III and B-IV of this Agreement.

-

ARTICLE B-II

DISPUTED STATEMENTS

-

B-2.1 If Shipper should dispute the amount of any statement delivered under this Agreement, then on or before the disputed statement's due date Shipper shall notify Transporter of the dispute and provide documentation identifying the basis for the dispute. In addition, Shipper shall pay by the statement's due date:

-

(a) The full amount of the statement, subject to refund with interest on the refunded amount upon final determination of the dispute in Shipper's favor; or

-

(b) Such amount of the statement as Shipper concedes to be correct and, within ten (10) days after the statements due date, furnish a surety bond from a surety having an A.M. Best credit rating of "A" or better, guarantying payment to Transporter of the withheld amount with interest upon final determination of the dispute in Transporter's favor.

-

B-2.2 Interest on any overpayment or underpayment of the amount finally determined to be due shall accrue at the lesser of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Final determination of the amount due may be reached by either agreement of the Parties or judgment of the courts.

-

B-2.3 If Shipper posts a surety bond and the amount finally determined to be due Transporter is less than or equal to the amount that Shipper asserted in its documentation as being the correct amount due, then Transporter shall reimburse Shipper the premium paid by Shipper for the surety bond.

-

B-2.4 Except as permitted in Section B-2.1(b), Shipper's failure to pay the full amount of any statement when due shall be deemed a default under this Agreement. Upon such default, Transporter may terminate this Agreement by providing thirty (30) days' notice of termination to Shipper and FERC. However, Shipper may avoid such termination by taking one of the following actions within the thirty (30) day notice period:

-

(a) Not disputing the statement and paying the full amount due together with interest at the rate set forth in Section B-2.2; or

-

(b) Disputing the statement in compliance with Section B-2.1(a) or B-2.1(b); provided Shipper's delay in complying with Section B-2.1(a) or B-2.1(b) shall be deemed a waiver of Shipper's right to recover any interest or bond premium under Section B-2.1(a) or B-2.1(b).

-

If this Agreement is terminated pursuant to this Section B-2.4, then Transporter may immediately cease providing service to Shipper and obtain recovery for Shipper's default through Articles B-III and B-IV of this Agreement.

-

ARTICLE B-III

REMEDY FOR SHIPPER'S DEFAULT

-

B-3.1 If this Agreement is terminated pursuant to Section B-1.9 or B-2.4, then the following shall

immediately become due and payable by Shipper to Transporter: the Net Book Value, Remaining Net Negative Salvage, the Make-Whole Fee and Related Income Taxes, as each of these terms is defined in this Article B-III.

—
B-3.2 " Net Book Value " means the total gross investment in the Upgraded Delivery Facilities less the depreciation that has been included in the Facility Charges paid by Shipper under this Agreement. The Net Book Value will not be reduced by any net negative salvage already collected.

—
B-3.4 " Remaining Net Negative Salvage " means the present value of the net negative salvage charge that would have been collected in the Facility Charges through the Primary Term of this Agreement. The cash flow discount factor for the present value calculation will be the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge.

—
B-3.5 " Make-Whole Fee " means an amount equal to the Net Book Value multiplied by the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge multiplied by five (5) years. The Parties agree that the Make-Whole Fee approximates the lost return on investment that Transporter will suffer from the time it receives the Net Book Value from Shipper until the time, if any, when the Net Book Value can be redeployed by Transporter in a similar project earning a similar return. The Parties acknowledge that it will be difficult, if not impossible, to determine the exact time it will take Transporter to identify, negotiate, design, permit, construct and place in service a similar project, or the exact return that Transporter will be able to earn on a similar project. Therefore, the Parties agree that the Make-Whole Fee represents a reasonable and good faith estimate of Transporter's actual damages, constitutes liquidated damages, and is not a penalty. Transporter will not be obligated to mitigate the Make-Whole Fee. If this Agreement is terminated during the last five (5) years of its Primary Term, then the five (5) year multiplier used in deriving the Make-Whole Fee will be reduced to correspond to the remaining Primary Term of this Agreement.

—
B-3.6 " Related Income Taxes " means the current federal and state income taxes resulting from Shipper's payment to Transporter of the Net Book Value, the Remaining Net Negative Salvage and the Make-Whole Fee less the income tax benefit received by Transporter from Transporter's ownership of the Upgraded Delivery Facilities. The income tax benefit received by Transporter from ownership of the Upgraded Delivery Facilities is the present value of any future tax benefits received by Transporter from the tax depreciation of the Upgraded Delivery Facilities after termination of this Agreement, discounted at the weighted overall cost of capital (exclusive of taxes) used in calculating the Facility Charge. The Related Income Taxes also include a gross-up calculation to cover the federal and state income taxes that Transporter must pay on the Related Income Taxes that Transporter collects from Shipper.

—
B-3.7 EXCEPT AS PROVIDED IN THIS ARTICLE B-III, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY WAS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.

—
ARTICLE B-IV
MISCELLANEOUS

—
B-4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

—
B-4.2 The provisions of this Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof.

—
B-4.3 If any provision of this Agreement is held to be unenforceable by a court or regulatory body of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

—
B-4.4 No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

B-4.5 Any lawsuit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in Salt Lake City, Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such lawsuit, action or proceeding.

B-4.6 The prevailing Party in any lawsuit, action or proceeding brought to enforce this Agreement or collect any amount due under this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witnesses' fees and other expenses incurred at trial and any appeal.

EXHIBIT C

Dated November 09, 2020, Effective November 11, 2020

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 143821)

between Northwest Pipeline LLC

and Cascade Natural Gas Corporation

INCREMENTAL FACILITIES PAYMENT OBLIGATION

1. DESCRIPTION OF FACILITIES:

The facilities contemplated by Section 21 or 29 of the GT&C to provide service under this agreement include the following:

The Existing Delivery Facilities to be upgraded commence near MP 22.5 on the existing Walla Walla Lateral in Section 6, Township 5 North, Range 36 East in Umatilla County, Oregon. A 500 HP electric drive, single stage compressor was installed next to the Milton-Freewater meter station.

2. RESPONSIBILITY FOR FACILITIES COSTS:

Pursuant to Section 21 or 29 of the GT&C, Shipper is responsible to pay for the facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITIES PAYMENT:

a. Type of Charge: Incremental facilities charge.

b. Charge \$1,959,122.00

This amount represents the first year facility charge, which will be billed in equal monthly installments over a twelve month period, unless a shorter period is applicable. The facility charge will be adjusted and trued up annually thereafter to reflect the actual costs incurred by Transporter in accordance with the methodology set forth below:

1) Rate Derivation Assumptions.

The Facility Charge for the Walla Walla Upgraded Facilities Project ("Upgraded Delivery Facilities") will be calculated annually using the same rate derivation assumptions utilized in calculating the maximum base reservation rate approved by FERC under Rate Schedule TF-1 of the Tariff ("Tariff Reservation Rate"), as such Tariff Reservation Rate and underlying assumptions may change from time to time, with the exceptions that the Facility Charge will:

a) Be recalculated and trued-up after the end of each calendar year as provided in Sections (4) through (7) below;

b) Have a depreciable life equal to ten (10) years ("Fixed Depreciable Life"); and

2) Definitions.

The terms below have the following meanings for purposes of the Facility Charge calculation:

a) "Directly Assigned Transmission Operation and Maintenance ("O&M")" means all transmission costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201, except FERC Accounts 850-852 and 861.

b) "Directly Assigned Transmission O&M Labor" means only the transmission labor costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201, except FERC Accounts 850-852

and 861.

c) " Directly Assigned Transmission O&M Labor Ratios " means the ratio of Directly Assigned Transmission O&M Labor of the Upgraded Delivery Facilities to the total Directly Assigned Transmission O&M Labor of the transmission system.

d) " Indirectly Assigned Transmission O&M " means all costs in FERC Accounts 850-852 and 861.

e) Administrative and General ("A&G") means all costs in FERC Accounts as so defined in 18 CFR Part 201.

f) "Total O&M" means all costs in the 800 series FERC Accounts as so defined in 18 CFR Part 201 and A&G.

g) "Total O&M Labor Ratios" means the ratio of Total O&M labor related costs assigned to the Upgraded Delivery Facilities to the Total O&M labor related costs assigned to the transmission and storage system.

h) "Transmission Communication Point Ratios" means the total communication points utilized in the Upgraded Delivery Facilities to the total communication points utilized in the transmission system.

i) "Transmission & Storage Communication Point Ratios" means the total communication points utilized in the Upgraded Delivery Facilities to the total communication points utilized in the transmission and storage system.

j) "Miles of Pipe Ratios" means the total miles of pipe for the Upgraded Delivery Facilities to the total miles of pipe for the transmission system.

3) Annual Cost-of-Service Components.

a) O&M Expenses.

i) Directly Assigned Transmission O&M related to the Upgraded Delivery Facilities is accumulated under a separate work order.

ii) Indirectly Assigned Transmission O&M is allocated using a combination method, which allocates: (1) costs in FERC Accounts 850 and 861 based on Directly Assigned Transmission O&M Labor Ratios, and (2) costs in FERC Accounts 851 and 852 based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission Communication Point Ratios.

iii) A&G is allocated in accordance with the FERC approved Kansas-Nebraska methodology.

iv) Directly assigned electric utility charges for compression.

If the allocation methods used in this Section (3) (a) change in any future FERC rate proceeding, then the above costs will be allocated consistent with the methods approved in such rate proceeding.

b) Depreciation.

i) Direct depreciation expense for the gross direct plant for the Upgraded Delivery Facilities is based on the Fixed Depreciable Life.

ii) Indirect depreciation expense includes general and intangible plant depreciation and amortization that is allocated using a combination method, which allocates:

(1) Depreciation related to general plant costs recorded in FERC Accounts as so defined in 18 CFR Part 201, except FERC Account 397, based on Total O&M Labor Ratios; and

(2) Depreciation and amortization related to intangible plant costs recorded in FERC Accounts as so defined in 18 CFR Part 201, and communication equipment costs in FERC Account 397 based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission & Storage Communication Point Ratios.

If the allocation methods used in this Section (3) (b) change in any future FERC rate proceeding, then the above costs will be allocated consistent with the methods approved in such rate proceeding.

c) Net Negative Salvage ("NNS").

NNS is calculated using gross direct plant for the Upgraded Delivery Facilities multiplied by the NNS rate developed for the transmission system. If the NNS rate changes in any future FERC rate proceeding, then the NNS rate will be revised consistent with the NNS rate developed for the transmission system in such rate proceeding or as otherwise specified in such rate proceeding.

d) Federal and State Income Taxes.

The federal income tax expense is based on the federal income tax rate in effect for the period of the cost-of-service calculation. The state income tax expense is based on the average weighted state income tax rates in effect for the period of the cost-of-service

calculation.

e) Taxes Other Than Income Taxes.

i) Ad valorem taxes are based on the rate(s) used to determine the taxes paid in the county or counties where the Upgraded Delivery Facilities are located, multiplied by the total average net plant of the Upgraded Delivery Facilities and the general and intangible plant assigned to the Upgraded Delivery Facilities.

ii) Payroll taxes are allocated to the Upgraded Delivery Facilities based on the Total O&M Labor Ratios.

iii) Other taxes not mentioned above, such as state franchise taxes and state sales and use taxes, are allocated to the Upgraded Delivery Facilities based on the appropriate combination method ratios used to allocate indirect depreciation expense discussed in Section (3) (b) (ii) above.

If the allocation methods used in this Section (3) (e) change in any future FERC rate proceeding, then the above taxes will be allocated consistent with the methods approved in such rate proceeding.

f) Return on Rate Base.

Return on rate base is calculated by multiplying Rate Base by the Overall Rate of Return.

i) Overall Rate of Return. The Overall Rate of Return will be based on the return on debt and equity and the applicable capital structure from the last litigated or settled general rate case where the components were stated.

ii) Rate Base. Rate base for the Upgraded Delivery Facilities includes both direct and indirect rate base and is calculated on an annual basis using a 13-month average (12 months of the current calendar year and the last month of the prior calendar year, if available).

(1) Direct rate base equals gross direct plant less accumulated depreciation and accumulated deferred income taxes for the Upgraded Delivery Facilities.

(a) Gross direct plant is based upon actual initial capital expenditures for the Upgraded Delivery Facilities. Any subsequent additional capital expenditures will be added to gross direct plant in the year incurred. To the extent that the gross direct plant has not been fully depreciated by the end of the Fixed Depreciable Life, the remaining net book value of the Upgraded Delivery Facilities, less any related accumulated deferred income taxes, will be included as part of the final cost-of-service true-up calculation.

(2) Indirect rate base equals gross general and intangible plant for the same accounts identified in the indirect depreciation expense discussed in Section (3) (b) (ii) above less related accumulated depreciation and accumulated deferred income taxes, plus working capital allocated to the Upgraded Delivery Facilities. Working capital includes materials and supplies and prepaid expenses.

(a) Indirect rate base is allocated to the Upgraded Delivery Facilities based on the same combination method ratios used to allocate indirect depreciation expense discussed in Section (3) (b) (ii) above.

(b) Working capital is allocated to the Upgraded Delivery Facilities using a combination method based fifty-percent (50%) on Miles of Pipe Ratios and fifty-percent (50%) on Transmission & Storage Communication Point Ratios.

If the allocation methods in this Section (3) (f) (ii) (2) change in any future FERC rate proceeding, then indirect rate base and working capital will be allocated consistent with the methods approved in such rate proceeding.

4) Initial Facility Charge:

The initial Facility Charge will be calculated from the forecasted cost-of-service of the Upgraded Delivery Facilities between thirty (30) to ninety (90) days prior to the actual in-service date of the Upgraded Delivery Facilities and will be communicated by Northwest to Customer prior to the in-service date of the Upgraded Delivery Facilities.

5) Annual Recalculation of the Facility Charge.

A new Facility Charge will be calculated after the end of each calendar year in accordance with Sections (1) through (3).

6) Assessment Period.

Each new Facility Charge will be assessed from April of the current calendar year through March of the next calendar year unless a shorter period is applicable at the beginning and/or end of the Fixed Depreciable Life period.

7) Annual True-up of the Prior Facility Charge.

a) True-up Period. The "True-up Period" is the immediately preceding calendar year (or

partial preceding calendar year if this Agreement was in effect for only a portion of such preceding calendar year).

b) True-up Calculation. The difference between: (1) the actual cost-of-service calculation for Customer on the Upgraded Delivery Facilities during the True-up Period, and (2) the amount billed to Customer during the True-up Period plus Carrying Costs, as defined in Section (7) (c) below, will be billed or refunded as a lump sum on or before the current calendar year's April invoice. Other charges such as ACA, scheduled overrun, penalties, etc. are not trued-up and are therefore not included in the true-up calculation.

c) Carrying Costs. " Carrying Costs " equal the interest computed in conformance with FERC regulations from either:

i) The date the overcharge was paid by Customer through the date the overcharge is refunded by Northwest; or

ii) The date the undercharge would have been due to Northwest through the date the undercharge is paid by Customer.

d) Adjustments for FERC Rate Proceedings. To the extent that any part of a True-up Period falls within a FERC subject-to-refund period wherein any of the allocation methods described in this Exhibit are subject to change, initial billings will be based on the allocation methods used by Northwest in calculating its subject-to-refund Tariff Reservation Rate. If the allocation methods finally approved in such rate proceeding differ from those used by Northwest in calculating its subject-to-refund Tariff Reservation Rate, then the difference between the Facility Charge previously billed during the subject-to-refund period and the Facility Charge subsequently calculated using the allocation methods finally approved by FERC in such rate proceeding will be refunded or billed for the applicable billings. Such refund or billing will occur in the next True-up Period and will include Carrying Costs.

8) Audit Rights. Accounting records and work papers for each True-up Period will be available for audit or review at Northwest's offices for 180 days after the true-up for each year is invoiced. The true-up will be deemed correct if not challenged by Customer during that 180-day period.

c. Term of Charge:10 years, commencing the latter of November 11, 2020, or the in-service date of the facilities.

d. Accelerated Payment:None

RESERVED FOR FUTURE USE

ADDENDUM TO SERVICE AGREEMENT

~~Due to a Merger, Acquisition, Name Change or Assignment~~

~~(Dated October 24, 2016)~~

~~(Contract No. 141323 (Agreement))~~

~~(Rate Schedule TF-1)~~

~~Pursuant to Section 11.5 of the General Terms and Conditions of Transporter's Tariff, this Agreement is modified as follows:~~

~~Effective November 1, 2016, Citadel Energy Marketing LLC replaces Citadel NGPE LLC as the contract holder of this capacity due to a Name Change.~~

~~Rate Schedule TF-1 Service Agreement~~

~~Contract No. 141323~~

~~THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Citadel NGPE LLC (Shipper) is made and entered into on July 18, 2016.~~

~~WHEREAS:~~

~~Pursuant to the procedures set forth in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was permanently released by WPX Energy Marketing, LLC from contract 137679.~~

~~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 Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff 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 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 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.~~

~~4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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.~~

~~9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, 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~~

~~IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.~~

~~Citadel NCPE LLC~~

~~By: /s/~~

~~Name: HARRISON DESTEFANO~~

~~Northwest Pipeline LLC~~

~~By: /s/~~

~~Name: MIKE RASMUSON~~

~~Title: HEAD OF NATURAL GAS~~

~~Title: DIRECTOR, MARKETING SERVICES~~

~~EXHIBIT A
Dated July 18, 2016, Effective August 01, 2016
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 141323)
between Northwest Pipeline LLC
and Citadel NGPE LLC~~

~~SERVICE DETAILS~~

~~1. Transportation Contract Demand (CD): 100,000 Dth per day~~

~~1. Primary Receipt Point(s):~~

Point ID Name	Maximum Daily Quantities (Dth)	-
187 STANFIELD RECEIPT	78,000	
543 OPAL PLANT	22,000	
Total	100,000	

~~2. Primary Delivery Point(s):~~

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
3 IGNACIO DELIVERY	88,217	450
550 LAPLATA-TW	11,783	570
Total	100,000	

~~Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions:~~

~~Any scheduled deliveries to the Wild Horse-White River Hub interconnect will be subject to either: 1) equivalent scheduled quantities flowing from the Wild Horse-White River interconnect to Transporter's mainline; or 2) prevailing line pressures on White River Hub's system being low enough to accept scheduled deliveries from Transporter's system.~~

~~3. Customer Category:~~

- ~~a. Large Customer~~
- ~~a. Incremental Expansion Customer: No~~

~~1. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:~~

~~(Negotiated Rates are on Exhibit D if attached.)~~

- ~~a. Reservation Charge (per Dth of CD): Maximum Base Tariff Rate, plus applicable surcharges~~
- ~~a. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges~~
- ~~a. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None~~
- ~~a. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: Not Applicable~~
- ~~a. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable~~

~~1. Transportation Term:~~

- ~~a. Primary Term Begin Date: August 01, 2016~~
- ~~a. Primary Term End Date: October 31, 2020 Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None~~
- ~~a. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1~~

~~1. Contract Specific OFO Parameters: None Specified contract specific OFO conditions or alternative actions: None~~

~~1. Regulatory Authorization: 18 CFR 284.223~~

~~1.~~

~~Additional Exhibits: Exhibit B Yes
 Exhibit C No~~

~~Exhibit D No~~

~~Exhibit E No~~

~~EXHIBIT B~~

~~Dated July 18, 2016, Effective August 01, 2016,
(subject to Commission acceptance)
to the Rate Schedule TF 1 Service Agreement
(Contract No. 141323)
between Northwest Pipeline LLC
and Citadel NCPE LLC~~

~~NON-CONFORMING PROVISIONS~~

~~The following provisions were accepted as non-conforming by the Commission on October 29, 2009 in Docket No. RP09-1089.~~

~~1. CHC Support~~

~~Transporter will seek to have costs for construction of the CHC lateral rolled into its general system rates. Shipper agrees to support rolled-in rate treatment for these costs in any certificate proceeding related to the CHC Project and in any subsequent general rate case proceedings during the term of the Agreement.~~

~~2. Creditworthiness Requirements~~

~~Until the end of the term of this Agreement, Shipper will either (i) maintain an investment grade credit rating for its long-term senior unsecured debt, meaning such a credit rating from Moody's Investor Service ("Moody's") of Baa3 or better or from Standard and Poor's ("S&P") of BBB- or better or (ii) provide security to Transporter as stated below, but only for the duration of its below investment grade credit rating. Such security shall be returned to Shipper within thirty (30) days of Shipper's credit rating achieving or being restored to investment grade, with interest accruing on any cash deposit as set forth in subparagraph (d) below. For each day such return of cash deposit is delayed past the aforementioned thirty (30) day period, interest will accrue on such cash deposit at the greater of the FERC refund interest rate or the rate set forth in subparagraph (d) below. The amount of security required shall be equal to the annual reservation charges for Shipper's quantity of contract demand times the lesser of three years or the remaining term of the Agreement.~~

~~The following are forms of security that may be provided by Shipper in satisfaction of the foregoing paragraph:~~

- ~~(a) A guarantee in form and substance that is reasonably satisfactory to Transporter, executed by an entity with an investment grade credit rating, of Shipper's performance of its obligations to Transporter under this Agreement; or~~
- ~~(b) A non-transferable, standby, irrevocable letter of credit in form and substance reasonably acceptable to Transporter, and drawn upon a bank reasonably acceptable to Transporter; or~~
- ~~(c) Such other form of security that is reasonably acceptable to Transporter, which may include a cash deposit; and~~
- ~~(d) If security in the form of a cash deposit has been provided pursuant to (c) above, any refunds of such security due to termination of the Agreement, as applicable, or due to reduced security requirements shall include interest on such security at the same rate that Transporter earns on the security through the date of such refund.~~

~~3. Segmentation Rights~~

~~Pursuant to Transporter's posted open season for the CHC Project wherein Transporter offered all potential shippers segmentation rights on the constructed facilities associated with the CHC Project at the Mecker/White River Hub as an inducement to participate in the CHC Project, Transporter herein agrees to provide Shipper with segmentation rights at the Wild Horse receipt/delivery points (White River Hub interconnect), effective upon the later of the in-service date of the CHC Project or the Primary Term Begin Date of this Agreement for the duration of this Agreement pursuant to Section 13, "Segmentation", of Rate Schedule TF1 in Transporter's FERC Gas Tariff.~~