



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

October 4, 2021

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 – Avista and Citadel
Docket No. RP22-_____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations thereunder, Northwest Pipeline LLC (“Northwest”) hereby submits for filing with the Commission the following revised tariff records related to non-conforming service agreements to its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”):

Sixteenth Revised Sheet No. 395

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

Tariff Record 10.A.1.1 Version 2
Tariff Record 10.C.2.3 Version 2

Statement of Nature, Reasons, and Basis for the Filing

The purpose of this filing is to: (1) submit an existing service agreement, (Agreement No. 100010), between Northwest and Avista Corporation (“Avista”), that contains revised non-conforming provisions for inclusion in Northwest’s Original Tariff; (2) submit a new non-conforming service agreement (Agreement No. 144140) between Northwest and Citadel Energy Marketing (“Citadel”) for inclusion in Northwest’s Original Tariff; and (3) make changes to its list of non-conforming service agreements provided in the Tariff.

Non-conforming Contracts

Agreement No. 100010¹

The purpose of the original non-conforming provision included in Exhibit B was to reflect more than one primary term end date for the capacity under this agreement.² Northwest and Avista Corporation have executed a contract extension where all the capacity now has the same primary term end date. Therefore, this provision has been removed from Exhibit B.

Northwest is submitting this amended Agreement No. 100010 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission:³

Agreement No. 144140

Pursuant to the procedures set forth in Northwest's Tariff, Citadel Energy Marketing LLC ("Citadel") was awarded, through an open bid process, a certain discounted TF-1 transportation agreement of 42,000 Dth/d that was posted as available capacity. Northwest and Citadel entered into Agreement No. 144140 on June 24, 2021 for this long-term firm discounted transportation capacity.

In consideration of Northwest providing a long-term discounted rate under this agreement, Citadel accepted a non-conforming provision stating that if the discount under the agreement is challenged by another party, upon request from Northwest, Citadel will file in support of the discount under the agreement. Citadel further agrees to support the discounted rate under the agreement in all of Northwest's subsequent rate negotiations or rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the agreement applies.

Northwest granted Citadel the discount conditioned upon them agreeing to actively support the discount under their agreement in any future rate negotiation or rate case that occurs during the term that the discount is in effect. Citadel should not be allowed to avail themselves of today's bargain while reserving the right to undermine this bargain at a later date simply because it may be beneficial for them to do so by failing to support the discount because they acquired such cheaper discounted capacity.

The Commission has approved similar non-conforming provisions filed by Northwest.⁴ The above-described non-conforming provision does not impact the terms and conditions of Citadel's service and does not negatively impact service to other shippers. The service offered under the agreement is the same service offered to all Rate Schedule TF-1 shippers. Because the provision is narrowly tailored to prevent Citadel from undermining the bargain they benefitted from, it does not present a substantial risk of undue discrimination.

¹ The tariff record for Agreement No. 100010 includes other redlines that conform to Northwest's Form of Rate Schedule TF-1 Service Agreement included in its Tariff.

² This non-conforming provision, among others, were accepted by the Commission in a letter order dated January 12, 2010.

³ *Columbia Gas Transmission, LLC*, 132 F.E.R.C. ¶ 61,147 (2010); *Dominion Transmission, Inc.* 132 F.E.R.C. ¶ 61,179 (2010).

⁴ See *Northwest Pipeline LLC*, Tariff Filing in Docket No. RP16-86-000, Letter Order dated November 20, 2015.

The Commission's policy generally is to permit non-conforming provisions that do not present a substantial risk for undue discrimination or affect the quality of service received by the contracting shipper or others.⁵ The non-conforming provisions contained in Agreement No. 144140 do not present a substantial risk for undue discrimination or affect the quality of service received by shippers.

Northwest is submitting the Citadel Agreement No. 144140 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission.⁶

Northwest is also revising the list of non-conforming service agreements included in the Tariff.

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.

Effective Date and Waiver Request

Northwest hereby requests that the proposed tariff records submitted herein be made effective November 4, 2021. In accordance with the provisions of Section 154.7(a)(9) of the Commission's regulations, in the event the Commission elects to accept and suspend the tariff records for a minimal period, Northwest moves to place such tariff records into effect at the end of the applicable suspension period.

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 tariff records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the tariff records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff records in accordance with Section 154.201(a) of the 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, in compliance with Section 154.7(b) of the Commission's regulations, Northwest certifies that

⁵ See e.g., *Columbia Gas Transmission Corporation*, 97 F.E.R.C. ¶ 61,221, at p. 62,003 (2001).

⁶ *Columbia Gas Transmission, LLC*, 132 F.E.R.C. ¶ 61,147 (2010); *Dominion Transmission, Inc.*, 132 F.E.R.C. ¶ 61,179 (2010).

copies of this filing will be served electronically upon Northwest's customers and upon interested state regulatory commissions.

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

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The undersigned certifies that the contents of this filing are true and correct to the best of her knowledge and belief; 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 06/15/21(1)	06/28/21
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. 144140)	TF-1	11/01/22	10/01/21
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

Rate Schedule TF-1 Service Agreement
Contract No. 100010

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Avista Corporation (Shipper) is made and entered into on June 25, 2021 and restates the Service Agreement made and entered into on June 15, 2021 .

WHEREAS:

- A Effective November 1, 1992, to conform to the provisions of the approved Joint Offer of Settlement in Docket No. CP92-79, the original Replacement Firm Transportation Agreement dated July 31, 1991 (contract #100010), as amended November 1, 1992, superceded and replaced both a firm sales Service Agreement dated April 5, 1989 and Firm Transportation Agreements dated June 25, 1988 and June 24, 1988, to provide a partial conversion of Shipper's firm sales Contract Demand to firm Transportation Contract Demand, to consolidate Firm Transportation Agreement dated June 24, 1988 (#F-01) into the Replacement Firm Transportation Agreement, and to establish unilateral evergreen rights.
- B Significant events and previous amendments of Contract No. 100010 reflected in the contract restatement include:
1. By amendment dated October 20, 1993, the conversion of the Shipper's remaining firm sales Contract Demand to firm Transportation Contract Demand was implemented, effective November 1, 1993.
 2. With the restatement of Agreement on October 19, 2004, a provision was added to clarify the measurement location for certain farm tap delivery points formerly listed on the Agreement with zero MDDO and a note indicating the measurement location can be found on Exhibit B of the Agreement.
 3. By amendment dated June 20, 1994, a Contract-Specific OFO (CSOFO) provision through the Columbia River Gorge was added totaling 8,182 Dth/d ($10,000 \text{ Dth/d} / 55\% = 18,182 \text{ Dth/d} * 45\% = 8,182 \text{ Dth/d}$) associated with 10,000 Dth/d of segmented capacity through October 31, 2025.
 4. By amendment dated June 21, 1994, a CSOFO provision through the Columbia River Gorge was added totaling 1,432 Dth/d ($1,750 \text{ Dth/d} / 55\% = 3,182 \text{ Dth/d} * 45\% = 1,432 \text{ Dth/d}$) as a result of a delivery point amendment from Spokane to Portland/Vancouver through September 30, 2009.
 5. By amendment dated March 6, 1995, the CSOFO in Recital 4 above was deleted as a result of adding a non-conforming provision to define Shipper's firm transportation corridor rights of 59,896 Dth/d eastbound and 12,996 Dth/d westbound through the Columbia River Gorge.
 6. By amendment dated November 1, 1995, in conjunction with long-term temporary capacity releases, Shipper extended the Primary Term End Date through June 30, 2016 for 8,056 Dth/d of Contract Demand from the Sumas Primary Receipt Point to the Spokane Kettle Falls Primary Delivery Point; and Shipper extended the Primary Term End Date through October 31, 2025

for 20,000 Dth/d of Contract Demand from the Clay Basin (9,365 Dth/d), Ignacio Plant (2,470 Dth/d), Opal (5,530 Dth/d) and Moxa/Opal (2,635 Dth/d) Primary Receipt Points to the Grants Pass (10,000 Dth/d), Spokane Mead (7,159 Dth/d) and Spokane Kettle Falls (2,841 Dth/d) Primary Delivery Points.

7. By amendment dated April 25, 1996, a CSOFO provision through the Columbia River Gorge was added totaling 7,400 Dth/d ($9,044 \text{ Dth/d} / 55\% = 16,444 \text{ Dth/d} * 45\% = 7,400 \text{ Dth/d}$) as a result of delivery point amendment of 7,891 Dth/d from Spokane to Portland West/Scappoose and 1,153 Dth/d from Spokane to Rivergate-Oregon Steel through October 31, 2004.

8. The non-conforming provision titled Klamath Falls Receipt-Delivery Limitation linking the Klamath Falls Receipt point to the Klamath Falls Delivery point was approved by FERC on November 8, 1996 in docket No. GT97-5.

9. By amendment dated November 27, 1996, in conjunction with a Facilities Agreement for construction of the Palouse receipt meter station, Shipper extended the Primary Term End Date through October 31, 2017 for 7,000 Dth/d of Contract Demand from the Sumas Primary Receipt Point to the Spokane Mead Primary Delivery Point.

10. By amendment dated May 4, 1998, revised mitigated Contract Demand levels for June through September were implemented effective June 1, 1998 pursuant to the Settlement in Docket No. RP96-367.

11. By letter dated December 14, 1998 Washington Water Power Company notified Transporter of a name change to Avista Corporation (Avista) effective January 1, 1999.

12. By amendment dated December 17, 2001, in conjunction with a Memorandum of Understanding concerning an option for Shipper to purchase Transporter's Klamath Falls Lateral, Shipper extended the Primary Term End Date through December 31, 2012 for 129,085 Dth/d of Contract Demand. This amendment also reflects the most recent changes to primary receipt and delivery point rights.

13. By amendment dated October 19, 2004, the following CSOFO provisions were added (1) 6,526 Dth/d from the Portland Lateral to the Washougal corridor, (2) 5,914 Dth/d from the Washougal to Plymouth corridor, and (3) 20,304 Dth/d from the Plymouth to Spokane corridor through October 31, 2012.

14. By amendment dated December 21, 2006, Shipper extended the Primary Term End Date for 129,085 Dth/d from December 31, 2012 to October 31, 2017; and for 8,056 Dth/d from July 30, 2016 to October 31, 2017.

15. By amendment dated December 21, 2006, the non-conforming provision on Exhibit B relating to the assignment rights was eliminated.

16. By amendment dated December 21, 2006, the non-conforming provision on Exhibit B relating to the seasonal contract demand mitigation that expired

due to the effectiveness of new rates in Docket No. RP06-416 was eliminated.

17. By amendment dated January 17, 2007, Transporter agreed to eliminate the CSOFO provisions reflected in Recital 12 above with the recall of the segmented release capacity that created the CSOFO in consideration for Shipper agreeing to the contract term extension reflected in Recital 12 above.

18. The non-conforming provision titled Measurement Location was approved by FERC on March 28, 2007 in Docket No. RP07-365.

19. By amendment dated March 26, 2008, the CSOFO provision reflected in Recital 4 above was eliminated from this Agreement. The CSOFO was transferred to Shipper's TF-2 Agreement 100314 on November 17, 1996 and inadvertently retained on this Agreement as well.

20. By amendment dated November 23, 2009, the Primary Term End Date on Exhibit A was amended from October 31, 2025 to October 31, 2035, along with modifications to the non-conforming provision relating to the Primary Term End Date on Exhibit B.

21. By amendment dated November 23, 2009, Exhibit B was amended in order to add a provision that gives Shipper an option to purchase the Klamath Falls lateral in exchange for the contract term extensions in recital 20 (see "Klamath Falls Lateral Purchase Option" on Exhibit B).

22. By amendment dated November 23, 2009, Exhibit B was amended to provide Shipper with an alternative option to purchase the Klamath Falls Lateral in exchange for the contract extensions in recital 20 (see "Alternative Klamath Falls Lateral Purchase Option" on Exhibit B). In addition, the Parties added a non-conforming Alternative Primary Term End Date on Exhibit B in the event FERC denies the Alternative Klamath Falls Lateral Purchase Option.

23. By amendment dated August 3, 2010, 17,179 Dth/d of primary delivery point rights (MDDO's) were amended from the Spokane (Kettle Falls) Primary Delivery meter to Nine Mile Falls Primary Delivery meter to facilitate the permanent disconnect of the Spokane (Kettle Falls) meter station from Transporter's system.

24. By amendment dated August 3, 2010, Exhibit B was amended to remove the Alternative Primary Term End Dates paragraph from Exhibit B, which governs the outcome of certain non-conforming provisions should they not be approved by FERC, as Transporter received FERC approval for such non-conforming provisions on January 14, 2010 in Docket No. RP10-256-000.

25. By amendment dated June 25, 2012, Transporter and Shipper agreed to modify this Agreement to add the following three new non-conforming provisions: (i) Moscow Settlement; (ii) Rate Treatment of Potential Turnback Capacity; and (iii) FERC Approval.

26. By amendment dated June 25, 2012, Transporter and Shipper agreed to add a delivery pressure condition on Exhibit A to reduce the delivery

pressure at the Kellogg Delivery Meter from 250 psig to 150 psig through October 31, 2017.

27. By amendment dated November 20, 2012, Transporter and Shipper agreed to remove the non-conforming provision on Exhibit B titled Rate Treatment of Potential Turnback Capacity to comply with the FERC order in Docket No. RP13-125 dated November 1, 2012. In addition, the Parties agree to remove the FERC Approval non-conforming provision since it is no longer necessary.

28. By amendment dated December 3, 2012, Shipper exercised its right under the non-conforming provision on Exhibit B titled *Alternative Klamath Falls Lateral Purchase Option* to purchase the Klamath Falls Lateral by entering into the Klamath Falls Purchase Agreement. ("Purchase Agreement") effective January 1, 2013. In accordance with the Purchase Agreement, Transporter and Shipper agree to (i) reduce the Contract Demand from 164,141 Dth/d to 157,961 Dth/d, and eliminate the associated 6,180 Dth of MDQ and MDDOs at the Klamath Falls receipt and delivery points and (ii) remove the non-conforming provisions titled *Klamath Falls Receipt-Delivery Limitation*, the *Klamath Falls Lateral Purchase Option* and the *Alternative Klamath Falls Lateral Purchase Option*.

29. By restatement dated October 16, 2014, Transporter and Shipper further agree to remove the non-conforming provision titled Moscow Settlement and Moscow Action Plan as a result of Transporter installing the necessary facilities on July 22, 2013 to support Avista's historical contractual rights on the lateral. Transporter also agreed to extend its existing segmentations in exchange to extend the Primary Term End Date on Exhibit B for 126,661 Dth/d of receipt point capacity scheduled to expire in 2017 and 2025 to October 31, 2026.

30. By restatement dated October 27, 2017, Transporter and Shipper amended the Agreement to reduce the delivery pressure condition at the Kellogg Delivery Meter from 250 psig to 150 psig from October 31, 2017 to October 31, 2018.

31. By restatement dated June 15, 2021, Transporter and Shipper agreed to restate the Agreement to extend the Primary Term End Date associated with 126,661 Dth/d of capacity from October 31, 2026, to October 31, 2035 in exchange for certain existing segmentation rights and point amendments. As a result of the contract extension, the non-conforming provision on Exhibit B titled "Primary Term End Dates", has been removed from the Agreement.

32. Transporter and Shipper agree to amend the Agreement to include an Alternative Action in lieu of a CSOFO in accordance with Transporter's Path Shortening Policy due to the point amendment from Lewiston PFI to River Road on Shipper's Replacement Agreement 144135 that vacated 10,000 Dth/d of northbound displacement capacity on the Spokane Lateral.

33. Transporter and Shipper agree to amend the Agreement to remove a delivery pressure condition at the Kellogg delivery location that terminated on October 31, 2018. See recital 30 above.

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 date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.
5. **Non-Conforming Provisions.** All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming

provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Restated Firm Transportation Agreement dated August 08, 2013, 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.

Avista Corporation

By: /S/

Name: JODY MOREHOUSE

Title: DIRECTOR OF GAS SUPPLY

Northwest Pipeline LLC

By: /S/

Name: MIKE RASMUSON

Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A
 Dated and Effective June 25, 2021
 to the
 Rate Schedule TF-1 Service Agreement
 (Contract No. 100010)
 between Northwest Pipeline LLC and Avista Corporation

SERVICE DETAILS

1. Transportation Contract Demand (CD): 157,961 Dth per day

2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
4 IGNACIO PLANT	11,029
75 CLAY BASIN RECEIPT	9,365
80 GREEN RIVER GATHERING	15,418
297 SUMAS RECEIPT	77,801
401 STARR ROAD RECEIPT	9,429
543 OPAL PLANT	21,337
556 BLANCO HUB-MILAGRO (56419)	13,582
<u>Total</u>	<u>157,961</u>

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
179	NORTH POWDER	120	150
180	UNION	590	150
181	LA GRANDE	5,440	200
188	STANFIELD DELIVERY	11,960	150
204	GOLDENDALE	850	150
212	STEVENSON #2	240	150
213	STEVENSON	240	150
343	OAKLAND	100	150
345	SUTHERLIN/OAKLAN	320	150
347	WINCHESTER	100	150
351	ROSEBURG	4,129	150
353	WINSTON/DILLARD	1,070	150
355	ROUND PRAIRIE (ROSEBURG LUMBER)	1	150

359	MYRTLE CREEK/RIDDLE	1,120	150
361	CANYONVILLE	250	150
366	GRANTS PASS	18,060	300
375	CONNELL	850	150
377	LIND	100	150
379	RITZVILLE	650	150
380	KEYSTONE	50	150
381	SPRAGUE	100	150
382	CHENEY (MEDICAL LAKE)	2,400	150
383	SPOKANE WEST	5,600	350
385	SPOKANE MEAD	44,549	350
403	MCGUIRE	2,000	150
404	POST FALLS	2,000	250
409	WARDEN	1,000	150
416	ENDICOTT	200	150
417	COLFAX	1,226	150
418	PALOUSE/ALBION	305	150
419	PULLMAN	6,000	150
420	MOSCOW	7,400	150
421	COLTON	61	150
422	UNIONTOWN	80	150
423	GENESEE	68	150
424	LEWISTON W.	4,269	150
425	LEWISTON E.	7,000	150
426	LEWISTON PFI	4,000	150
522	COEUR D'ALENE W.	6,000	150
523	COEUR D'ALENE E. (HAYDEN)	4,999	150
524	PINEHURST	480	150
525	PAGE MINE	30	150
527	SMELTERVILLE	162	200
528	KELLOGG	4,126	250
718	NINE MILE FALLS	17,179	375
	Total	167,474	

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

Shipper agrees to accept a 150 psig pressure at the Kellogg Delivery Point instead of the pressure stated above for this point through October 31, 2017.

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):
Maximum Base Tariff Rate, 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:
Not Applicable
 - 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 01, 1992
 - b. Primary Term End Date:
October 31, 2035
Specified conditional service agreement extensions pursuant to Section 11.9 of the
General Terms and Conditions of the Tariff: None
 - c. Evergreen Provision:
Yes, grandfathered unilateral evergreen under Section 12.3 of Rate Schedule TF-1
7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific
OFO:

In accordance with Transporter's Path-Shortening Policy, Transporter and Shipper have agreed to the following Alternative Actions in lieu of a CSOFO due to the point amendment from Lewiston PFI to River Road on Shipper's Replacement Agreement 144135 that vacated 10,000 Dth/d of northbound displacement capacity on the Spokane Lateral (Vacated Capacity). Alternative Action Associated with Shipper's Must-flow OFO Obligations: In the event Transporter is unable to subscribe all or a portion of the Vacated Capacity on the Spokane Lateral during the primary term associated with Shipper's Replacement Agreements 144134 and 144135 (Replacement Agreements), Shipper agrees to submit amendment requests, at least ninety (90) days in advance of the capacity coming available, on the Replacement Agreements to amend the delivery points back to their original delivery points, unless Transporter agrees to other alternative actions to protect displacement on the Spokane Lateral. One such alternative action could include Shipper acquiring the Vacated Capacity on the Spokane Lateral on a new Service Agreement. During the term this alternative action is in effect, the OFO recall provision pursuant to 10(a)(iii) of the Replacement Agreements will not apply if Transporter issues an OFO at the Plymouth South Constraint Point, or the Roosevelt, Goldendale, Willard and Washougal compressor stations along the Columbia River Gorge or the Mesa compressor station on the Spokane Lateral, since (1) the Vacated Capacity on the Spokane lateral will be subscribed by a third party which would result in the Spokane Lateral being oversubscribed if recalled, (2) the amended capacity on the Columbia River Gorge needs to remain in this corridor to support the must-flow displacement requirements on a southbound gas day, and (3) the available capacity used for the amendment along the Columbia River Gorge isn't subject to a Realignment OFO. Alternative Action Associated with Shipper's Realignment OFO Obligations: During the period the Alternative Actions Associated with Shipper's Must-flow OFO Obligation is in effect, if Transporter declares an OFO at its Mesa compressor station on a southbound gas day, Shipper will have to provide up to 2,658 Dth/d as a CSOFO to the extent its scheduled quantities are less than 9,429 Dth/d northbound through the Mesa compressor station or at the Starr Road receipt point.

8. Regulatory Authorization: 18 CFR 284.223

9. Additional Exhibits:

Exhibit B Yes
Exhibit C No
Exhibit D No
Exhibit E No

EXHIBIT B

Dated and Effective June 25, 2021, subject to Commission acceptance
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 100010)
between Northwest Pipeline LLC
and Avista Corporation

NON-CONFORMING PROVISIONS

Measurement Location

The following provision was accepted as non-conforming by the Commission on March 28, 2007 in Docket No. RP07-365

The following provision clarifies the measurement location for certain farm tap delivery points formerly listed on the Agreement with zero MDDO and a note indicating the measurement location: Spokane Mead delivery point is also the measurement point for downstream delivery points to Kenneth L. Byford Farm Tap, Christian School Farm Tap, Orville Coch Farm Tap, Roy Cutler Farm Tap, Flesland Farm Tap, J.T. Grant Farm Tap, William Meyers Farm Tap, Mount Saint Michaels Farm Tap, Newman Lake Farm Tap, John Preston Farm Tap, Fred Rogers Farm Tap, Scheel Farm Tap, Roy Simmons Farm Tap, WWP Farm Tap.

Columbia River Gorge Primary Rights

The following provision was accepted as non-conforming by the Commission on November 08, 1996 in Docket No. GT97-5.

The following provision was instituted by the March 6, 1995 Amendment to replace contract specific OFO provisions associated with incorporating former contract #F-01 into Contract #100010:

Shipper will have firm transportation corridor rights of 59,896 MMBtu per day eastbound through the Columbia River Gorge and 12,996 MMBtu/d westbound through the Columbia River Gorge.

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

**Tariff Record 10.C.2.3
Contract No. 144140
Version 2.0.0**

Rate Schedule TF-1 Service Agreement Amendment
Contract No. 144140
Dated June 24, 2021, Effective November 01, 2022

THIS AMENDMENT by and between Northwest Pipeline LLC (Transporter) and Citadel Energy Marketing LLC (Shipper) is made and entered into on June 24, 2021.

WHEREAS:

- A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity. Transporter accepted Shipper's prearranged capacity request, which Transporter posted as a prearranged transaction for competitive bid. Transporter determined that the highest bids consisted of two separate bids for discrete portions of the capacity: 16,000 Dth/d at a rate of \$0.30313, and 26,000 Dth/d at a rate of \$0.27000. Shipper matched both bids, resulting in a combined effective reservation charge for the Agreement of \$0.28262, plus applicable surcharges.
- B. Transporter and Shipper agree to amend the Agreement to extend the Primary Term End Date from October 31, 2023, to October 31, 2024 in exchange for segmentation rights at the Clay Basin receipt and delivery locations, Green River delivery point and McKinnon receipt point. Shipper was the successful bidder in the open bid process under All Shippers Notice 21-091 and had the option to extend the Primary Term End Dates in exchange for segmentation rights.

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.
2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

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

Citadel Energy Marketing LLC

By: /S/

Name: JIM VALLILLO

Title: TRADING

Northwest Pipeline LLC

By: /S/

Name: GARY VENZ

Title: Director Commercial Services

EXHIBIT A

Dated June 24, 2021, Effective November 01, 2022

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144140)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

SERVICE DETAILS

1. Transportation Contract Demand (CD): 42,000 Dth per day
2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
727 WILD HORSE RECEIPT	42,000
<u>Total</u>	<u>42,000</u>

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
92 KERN RIVER MUDDY CREEK DELIV.	42,000	450
<u>Total</u>	<u>42,000</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): \$0.28262, 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: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).
 - 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 01, 2022

b. Primary Term End Date: October 31, 2024

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 No

Exhibit D No

Exhibit E No

EXHIBIT B

Dated June 24, 2021, Effective November 01, 2022,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 144140)
between Northwest Pipeline LLC
and Citadel Energy Marketing LLC

NON-CONFORMING PROVISIONS

In the event of any challenge before FERC by another party regarding the rates provided under the Agreement, and upon written request from Transporter, Shipper will file with FERC in support of the rates provided under the Agreement. Shipper further agrees to support the rates provided under the Agreement during any rate negotiations or rate proceedings between Transporter and its shippers under Section 4 or 5 of the Natural Gas Act, including filing with FERC in support of the rates provided under the Agreement upon written request from Transporter during the term of this Agreement.

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 <u>06/28/21</u> (No. 100010)	TF-1	07/31/91 10/16/14 <u>06/15/21</u> -(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
<u>Citadel Energy Marketing LLC</u> <u>(No. 144140)</u>	TF-1	<u>11/01/22</u>	<u>10/01/21</u>
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

Rate Schedule TF-1 Service Agreement
Contract No. 100010

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Avista Corporation (Shipper) is made and entered into on June 25, 2021~~October 16, 2014~~ and restates the Service Agreement made and entered into on June 15, 2021~~August 08, 2013~~.

WHEREAS:

- A Effective November 1, 1992, to conform to the provisions of the approved Joint Offer of Settlement in Docket No. CP92-79, the original Replacement Firm Transportation Agreement dated July 31, 1991 (contract #100010), as amended November 1, 1992, superceded and replaced both a firm sales Service Agreement dated April 5, 1989 and Firm Transportation Agreements dated June 25, 1988 and June 24, 1988, to provide a partial conversion of Shipper's firm sales Contract Demand to firm Transportation Contract Demand, to consolidate Firm Transportation Agreement dated June 24, 1988 (#F-01) into the Replacement Firm Transportation Agreement, and to establish unilateral evergreen rights.
- B Significant events and previous amendments of Contract No. 100010 reflected in the contract restatement include:
1. By amendment dated October 20, 1993, the conversion of the Shipper's remaining firm sales Contract Demand to firm Transportation Contract Demand was implemented, effective November 1, 1993.
 2. With the restatement of Agreement on October 19, 2004, a provision was added to clarify the measurement location for certain farm tap delivery points formerly listed on the Agreement with zero MDDO and a note indicating the measurement location can be found on Exhibit B of the Agreement.
 3. By amendment dated June 20, 1994, a Contract-Specific OFO (CSOFO) provision through the Columbia River Gorge was added totaling 8,182 Dth/d (10,000 Dth/d / 55% = 18,182 Dth/d * 45% = 8,182 Dth/d) associated with 10,000 Dth/d of segmented capacity through October 31, 2025.
 4. By amendment dated June 21, 1994, a CSOFO provision through the Columbia River Gorge was added totaling 1,432 Dth/d (1,750 Dth/d / 55% = 3,182 Dth/d * 45% = 1,432 Dth/d) as a result of a delivery point amendment from Spokane to Portland/Vancouver through September 30, 2009.
 5. By amendment dated March 6, 1995, the CSOFO in Recital 4 above was deleted as a result of adding a non-conforming provision to define Shipper's firm transportation corridor rights of 59,896 Dth/d eastbound and 12,996 Dth/d westbound through the Columbia River Gorge.
 6. By amendment dated November 1, 1995, in conjunction with long-term temporary capacity releases, Shipper extended the Primary Term End Date through June 30, 2016 for 8,056 Dth/d of Contract Demand from the Sumas Primary Receipt Point to the Spokane Kettle Falls Primary Delivery Point; and Shipper extended the Primary Term End Date through October 31, 2025

for 20,000 Dth/d of Contract Demand from the Clay Basin (9,365 Dth/d), Ignacio Plant (2,470 Dth/d), Opal (5,530 Dth/d) and Moxa/Opal (2,635 Dth/d) Primary Receipt Points to the Grants Pass (10,000 Dth/d), Spokane Mead (7,159 Dth/d) and Spokane Kettle Falls (2,841 Dth/d) Primary Delivery Points.

7. By amendment dated April 25, 1996, a CSOFO provision through the Columbia River Gorge was added totaling 7,400 Dth/d ($9,044 \text{ Dth/d} / 55\% = 16,444 \text{ Dth/d} * 45\% = 7,400 \text{ Dth/d}$) as a result of delivery point amendment of 7,891 Dth/d from Spokane to Portland West/Scappoose and 1,153 Dth/d from Spokane to Rivergate-Oregon Steel through October 31, 2004.

8. The non-conforming provision titled Klamath Falls Receipt-Delivery Limitation linking the Klamath Falls Receipt point to the Klamath Falls Delivery point was approved by FERC on November 8, 1996 in docket No. GT97-5.

9. By amendment dated November 27, 1996, in conjunction with a Facilities Agreement for construction of the Palouse receipt meter station, Shipper extended the Primary Term End Date through October 31, 2017 for 7,000 Dth/d of Contract Demand from the Sumas Primary Receipt Point to the Spokane Mead Primary Delivery Point.

10. By amendment dated May 4, 1998, revised mitigated Contract Demand levels for June through September were implemented effective June 1, 1998 pursuant to the Settlement in Docket No. RP96-367.

11. By letter dated December 14, 1998 Washington Water Power Company notified Transporter of a name change to Avista Corporation (Avista) effective January 1, 1999.

12. By amendment dated December 17, 2001, in conjunction with a Memorandum of Understanding concerning an option for Shipper to purchase Transporter's Klamath Falls Lateral, Shipper extended the Primary Term End Date through December 31, 2012 for 129,085 Dth/d of Contract Demand. This amendment also reflects the most recent changes to primary receipt and delivery point rights.

13. By amendment dated October 19, 2004, the following CSOFO provisions were added (1) 6,526 Dth/d from the Portland Lateral to the Washougal corridor, (2) 5,914 Dth/d from the Washougal to Plymouth corridor, and (3) 20,304 Dth/d from the Plymouth to Spokane corridor through October 31, 2012.

14. By amendment dated December 21, 2006, Shipper extended the Primary Term End Date for 129,085 Dth/d from December 31, 2012 to October 31, 2017; and for 8,056 Dth/d from July 30, 2016 to October 31, 2017.

15. By amendment dated December 21, 2006, the non-conforming provision on Exhibit B relating to the assignment rights was eliminated.

16. By amendment dated December 21, 2006, the non-conforming provision on Exhibit B relating to the seasonal contract demand mitigation that expired

due to the effectiveness of new rates in Docket No. RP06-416 was eliminated.

17. By amendment dated January 17, 2007, Transporter agreed to eliminate the CSOFO provisions reflected in Recital 12 above with the recall of the segmented release capacity that created the CSOFO in consideration for Shipper agreeing to the contract term extension reflected in Recital 12 above.

18. The non-conforming provision titled Measurement Location was approved by FERC on March 28, 2007 in Docket No. RP07-365.

19. By amendment dated March 26, 2008, the CSOFO provision reflected in Recital 4 above was eliminated from this Agreement. The CSOFO was transferred to Shipper's TF-2 Agreement 100314 on November 17, 1996 and inadvertently retained on this Agreement as well.

20. By amendment dated November 23, 2009, the Primary Term End Date on Exhibit A was amended from October 31, 2025 to October 31, 2035, along with modifications to the non-conforming provision relating to the Primary Term End Date on Exhibit B.

21. By amendment dated November 23, 2009, Exhibit B was amended in order to add a provision that gives Shipper an option to purchase the Klamath Falls lateral in exchange for the contract term extensions in recital 20 (see "Klamath Falls Lateral Purchase Option" on Exhibit B).

22. By amendment dated November 23, 2009, Exhibit B was amended to provide Shipper with an alternative option to purchase the Klamath Falls Lateral in exchange for the contract extensions in recital 20 (see "Alternative Klamath Falls Lateral Purchase Option" on Exhibit B). In addition, the Parties added a non-conforming Alternative Primary Term End Date on Exhibit B in the event FERC denies the Alternative Klamath Falls Lateral Purchase Option.

23. By amendment dated August 3, 2010, 17,179 Dth/d of primary delivery point rights (MDDO's) were amended from the Spokane (Kettle Falls) Primary Delivery meter to Nine Mile Falls Primary Delivery meter to facilitate the permanent disconnect of the Spokane (Kettle Falls) meter station from Transporter's system.

24. By amendment dated August 3, 2010, Exhibit B was amended to remove the Alternative Primary Term End Dates paragraph from Exhibit B, which governs the outcome of certain non-conforming provisions should they not be approved by FERC, as Transporter received FERC approval for such non-conforming provisions on January 14, 2010 in Docket No. RP10-256-000.

25. By amendment dated June 25, 2012, Transporter and Shipper agreed to modify this Agreement to add the following three new non-conforming provisions: (i) Moscow Settlement; (ii) Rate Treatment of Potential Turnback Capacity; and (iii) FERC Approval.

26. By amendment dated June 25, 2012, Transporter and Shipper agreed to add a delivery pressure condition on Exhibit A to reduce the delivery

pressure at the Kellogg Delivery Meter from 250 psig to 150 psig through October 31, 2017.

27. By amendment dated November 20, 2012, Transporter and Shipper agreed to remove the non-conforming provision on Exhibit B titled Rate Treatment of Potential Turnback Capacity to comply with the FERC order in Docket No. RP13-125 dated November 1, 2012. In addition, the Parties agree to remove the FERC Approval non-conforming provision since it is no longer necessary.

28. By amendment dated December 3, 2012, Shipper exercised its right under the non-conforming provision on Exhibit B titled *Alternative Klamath Falls Lateral Purchase Option* to purchase the Klamath Falls Lateral by entering into the Klamath Falls Purchase Agreement. ("Purchase Agreement") effective January 1, 2013. In accordance with the Purchase Agreement, Transporter and Shipper agree to (i) reduce the Contract Demand from 164,141 Dth/d to 157,961 Dth/d, and eliminate the associated 6,180 Dth of MDQ and MDDOs at the Klamath Falls receipt and delivery points and (ii) remove the non-conforming provisions titled *Klamath Falls Receipt-Delivery Limitation*, the *Klamath Falls Lateral Purchase Option* and the *Alternative Klamath Falls Lateral Purchase Option*.

29. By restatement dated October 16, 2014, Transporter and Shipper further agree to remove the non-conforming provision titled Moscow Settlement and Moscow Action Plan as a result of Transporter installing the necessary facilities on July 22, 2013 to support Avista's historical contractual rights on the lateral. Transporter also agreed to extend its existing segmentations in exchange to extend the Primary Term End Date on Exhibit B for 126,661 Dth/d of receipt point capacity scheduled to expire in 2017 and 2025 to October 31, 2026.

~~30. Transporter and Shipper now agree to restate the Agreement in its most current form of service and allow Shipper to maintain its existing segmentations in exchange for a contract extension to extend the Primary Term End Date on Exhibit B of 126,661 of receipt point capacity that was set to expire in 2017 and 2025 to October 31, 2026.~~ By restatement dated October 27, 2017, Transporter and Shipper amended the Agreement to reduce the delivery pressure condition at the Kellogg Delivery Meter from 250 psig to 150 psig from October 31, 2017 to October 31, 2018.

31. By restatement dated June 15, 2021, Transporter and Shipper agreed to restate the Agreement to extend the Primary Term End Date associated with 126,661 Dth/d of capacity from October 31, 2026, to October 31, 2035 in exchange for certain existing segmentation rights and point amendments. As a result of the contract extension, the non-conforming provision on Exhibit B titled "Primary Term End Dates", has been removed from the Agreement.

32. Transporter and Shipper agree to amend the Agreement to include an Alternative Action in lieu of a CSOFO in accordance with Transporter's Path Shortening Policy due to the point amendment from Lewiston PFI to River Road on Shipper's Replacement Agreement 144135 that vacated 10,000 Dth/d of northbound displacement capacity on the Spokane Lateral.

33. Transporter and Shipper agree to amend the Agreement to remove a delivery pressure condition at the Kellogg delivery location that terminated on October 31, 2018. See recital 30 above.

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 date first set forth above. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Restated Firm Transportation Agreement dated August 08, 2013, 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.

Avista Corporation

By: /S/

Name: JODY MOREHOUSE

Title: DIRECTOR OF GAS SUPPLY

Northwest Pipeline LLC

By: /S/

Name: MIKE RASMUSON

Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A

Dated and Effective ~~June 25, 2021~~ ~~October 16, 2014~~
 to the
 Rate Schedule TF-1 Service Agreement
 (Contract No. 100010)
 between Northwest Pipeline LLC and Avista Corporation

SERVICE DETAILS

1. Transportation Contract Demand (CD): 157,961 Dth per day

2. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantities (Dth)
4	IGNACIO PLANT	11,029
75	CLAY BASIN RECEIPT	9,365
80	GREEN RIVER GATHERING	15,418
297	SUMAS RECEIPT	77,801
401	STARR ROAD RECEIPT	9,429
543	OPAL PLANT	21,337
556	BLANCO HUB-MILAGRO (56419)	13,582
Total		157,961

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
179	NORTH POWDER	120	150
180	UNION	590	150
181	LA GRANDE	5,440	200
188	STANFIELD DELIVERY	11,960	150
204	GOLDENDALE	850	150
212	STEVENSON #2	240	150
213	STEVENSON	240	150
343	OAKLAND	100	150
345	SUTHERLIN/OAKLAN	320	150
347	WINCHESTER	100	150
351	ROSEBURG	4,129	150
353	WINSTON/DILLARD	1,070	150
355	ROUND PRAIRIE (ROSEBURG LUMBER)	1	150

359	MYRTLE CREEK/RIDDLE	1,120	150
361	CANYONVILLE	250	150
366	GRANTS PASS	18,060	300
375	CONNELL	850	150
377	LIND	100	150
379	RITZVILLE	650	150
380	KEYSTONE	50	150
381	SPRAGUE	100	150
382	CHENEY (MEDICAL LAKE)	2,400	150
383	SPOKANE WEST	5,600	350
385	SPOKANE MEAD	44,549	350
403	MCGUIRE	2,000	150
404	POST FALLS	2,000	250
409	WARDEN	1,000	150
416	ENDICOTT	200	150
417	COLFAX	1,226	150
418	PALOUSE/ALBION	305	150
419	PULLMAN	6,000	150
420	MOSCOW	7,400	150
421	COLTON	61	150
422	UNIONTOWN	80	150
423	GENESEE	68	150
424	LEWISTON W.	4,269	150
425	LEWISTON E.	7,000	150
426	LEWISTON PFI	4,000	150
522	COEUR D'ALENE W.	6,000	150
523	COEUR D'ALENE E. (HAYDEN)	4,999	150
524	PINEHURST	480	150
525	PAGE MINE	30	150
527	SMELTERVILLE	162	200
528	KELLOGG	4,126	250
718	NINE MILE FALLS	17,179	375
	Total	167,474	

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

Shipper agrees to accept a 150 psig pressure at the Kellogg Delivery Point instead of the pressure stated above for this point through October 31, 2017.

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.)

~~5. Recourse or Discounted Recourse Transportation Rates:~~

- a. Reservation Charge (per Dth of CD):
Maximum Base Tariff Rate, 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:
Not Applicable

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 01, 1992
- b. Primary Term End Date:
October 31, 2035
Specified conditional service agreement extensions pursuant to Section 11.9 of the
General Terms and Conditions of the Tariff: None
- c. Evergreen Provision:
Yes, grandfathered unilateral evergreen under Section 12.3 of Rate Schedule TF-1

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

In accordance with Transporter s Path-Shortening Policy, Transporter and Shipper have agreed to the following Alternative Actions in lieu of a CSOFO due to the point amendment from Lewiston PFI to River Road on Shipper s Replacement Agreement 144135 that vacated 10,000 Dth/d of northbound displacement capacity on the Spokane Lateral (Vacated Capacity).Alternative Action Associated with Shipper s Must-flow OFO Obligations:In the event Transporter is unable to subscribe all or a portion of the Vacated Capacity on the Spokane Lateral during the primary term associated with Shipper s Replacement Agreements 144134 and 144135 (Replacement Agreements), Shipper agrees to submit amendment requests, at least ninety (90) days in advance of the capacity coming available, on the Replacement Agreements to amend the delivery points back to their original delivery points, unless Transporter agrees to other alternative actions to protect displacement on the Spokane Lateral. One such alternative action could include Shipper acquiring the Vacated Capacity on the Spokane Lateral on a new Service Agreement.During the term this alternative action is in effect, the OFO recall provision pursuant to 10(a)(iii) of the Replacement Agreements will not apply if Transporter issues an OFO at the Plymouth South Constraint Point, or the Roosevelt, Goldendale, Willard and Washougal compressor stations along the Columbia River Gorge or the Mesa compressor station on the Spokane Lateral, since (1) the Vacated Capacity on the Spokane lateral will be subscribed by an third party which would result in the Spokane Lateral being oversubscribed if recalled, (2) the amended capacity on the Columbia River Gorge needs to remain in this corridor to support the must-flow displacement requirements on a southbound gas day, and (3) the available capacity used for the amendment along the Columbia River Gorge isn t subject to a Realignment OFO.Alternative Action Associated with Shipper s Realignment OFO Obligations:During the period the Alternative Actions Associated with Shipper s Must-flow OFO Obligation is in effect, if Transporter declares an OFO at its Mesa compressor station on a southbound gas day, Shipper will have to provide up to 2,658 Dth/d as a CSOFO to the extent its scheduled quantities are less than 9,429 Dth/d northbound through the Mesa compressor station or at the Starr Road receipt point.

~~7. Contract Specific OFO Parameters: None~~

~~Specified contract specific OFO conditions or alternative actions: None~~

8. Regulatory Authorization: 18 CFR 284.223

9. Additional Exhibits:

Exhibit B Yes, ~~dated October 16, 2014~~

Exhibit C No
Exhibit D No
Exhibit E No

EXHIBIT B

Dated and Effective June 25, 2021~~October 16, 2014~~, subject to Commission
acceptance

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 100010)

between Northwest Pipeline LLC

and Avista Corporation

NON-CONFORMING PROVISIONS

Measurement Location

The following provision was accepted as non-conforming by the Commission on
March 28, 2007 in Docket No. RP07-365

The following provision clarifies the measurement location for certain farm
tap delivery points formerly listed on the Agreement with zero MDDO and a
note indicating the measurement location: Spokane Mead delivery point is also
the measurement point for downstream

delivery points to Kenneth L. Byford Farm Tap, Christian School Farm Tap, Orville Coch Farm Tap, Roy Cutler Farm Tap, Flesland Farm Tap, J.T. Grant Farm Tap, William Meyers Farm Tap, Mount Saint Michaels Farm Tap, Newman Lake Farm Tap, John Preston Farm Tap, Fred Rogers Farm Tap, Scheel Farm Tap, Roy Simmons Farm Tap, WWP Farm Tap.

Columbia River Gorge Primary Rights

The following provision was accepted as non-conforming by the Commission on November 08, 1996 in Docket No. GT97-5.

The following provision was instituted by the March 6, 1995 Amendment to replace contract specific OFO provisions associated with incorporating former contract #F-01 into Contract #100010:
 Shipper will have firm transportation corridor rights of 59,896 MMBtu per day eastbound through the Columbia River Gorge and 12,996 MMBtu/d westbound through the Columbia River Gorge.

~~Primary Term End Dates~~

~~The following provision was accepted as non-conforming by the Commission on January 12, 2010 in Docket No. RP10-256.~~

~~Pursuant to Section 11.7 of the General Terms and Conditions of Transporter's Tariff, Transporter and Shipper have mutually agreed to extend a portion of the capacity under this Agreement. The table below presents the various Primary Term End Dates associated with the capacity on this Agreement. The Primary Term End Date on Exhibit A reflects the longest term of capacity under this Agreement.~~

	Base Agreement	End Date 10/31/2026	End Date 10/31/2035
Receipt Points			
Ignacio Plant	11,029	8,844	2,185
Clay Basin Receipt	9,365	7,509	1,856
Green River Gathering	15,418	-12,363	3,055
Sumas Receipt	77,801	-62,385	15,416
Starr Road Receipt	9,429	-7,561	1,868
Opal Plant	21,337	17,109	4,228
Blanco Hub Milagro	13,582	-10,890	2,692
Total Receipt Points	157,961	126,661	31,300
Delivery Points			
North Powder	120	-	120
Union	590	-	590
La Grande	5,440	-	5,440
Stanfield Delivery	11,960	9,788	2,172
Goldendale	850	850	-
Stevenson #2	240	240	-

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Stevenson	240	240	-
Oakland	100	-	100
Sutherlin/Oakland	320	-	320
Winchester	100	-	100
Roseburg	4,129	-	4,129
Winston/Dillard	1,070	-	1,070
Round Prairie (Roseburg Lumber)	±	-	±
Myrthle Creek/Riddle	1,120	-	1,120
Canyonville	250	-	250
Grants Pass	18,060	-	18,060
Connell	850	850	-
Lind	100	100	-
Ritzville	650	650	-
keystone	50	50	-
Sprague	100	100	-
Cheney (Medical Lake)	2,400	2,400	-
Spokane West	5,600	-5,600	-
Spokane Mead	44,549	44,549	-
Meguire	2,000	-2,000	-
Post Falls	2,000	2,000	-
Warden	1,000	-1,000	-
Endicott	200	-200	-
Colfax	1,226	1,226	-
Palouse/Albion	305	305	-
Pullman	6,000	6,000	-
Moscow	7,400	7,400	-
Colton	61	61	-
Uniontown	80	80	-
Genesee	68	68	-
Lewiston W.	4,269	4,269	-
Lewiston E.	7,000	7,000	-
Lewiston PFI	4,000	4,000	-
Coeur D'Alene W.	6,000	6,000	-
Coeur D'Alene E. (Hayden)	4,999	4,999	-
Pinehurst	480	480	-
Page Mine	30	30	-
Smelterville	162	162	-
Kellogg	4,126	4,126	-
Nine Mile Falls	17,179	17,179	-
Total Delivery Points	167,474	134,002	33,472

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

**Tariff Record 10.A.1.1
Contract No. 100010
Version 2.0.0**

Rate Schedule TF-1 Service Agreement Amendment
Contract No. 144140
Dated June 24, 2021, Effective November 01, 2022

THIS AMENDMENT by and between Northwest Pipeline LLC (Transporter) and Citadel Energy Marketing LLC (Shipper) is made and entered into on June 24, 2021.

WHEREAS:

- A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity. Transporter accepted Shipper's prearranged capacity request, which Transporter posted as a prearranged transaction for competitive bid. Transporter determined that the highest bids consisted of two separate bids for discrete portions of the capacity: 16,000 Dth/d at a rate of \$0.30313, and 26,000 Dth/d at a rate of \$0.27000. Shipper matched both bids, resulting in a combined effective reservation charge for the Agreement of \$0.28262, plus applicable surcharges.
- B. Transporter and Shipper agree to amend the Agreement to extend the Primary Term End Date from October 31, 2023, to October 31, 2024 in exchange for segmentation rights at the Clay Basin receipt and delivery locations, Green River delivery point and McKinnon receipt point. Shipper was the successful bidder in the open bid process under All Shippers Notice 21-091 and had the option to extend the Primary Term End Dates in exchange for segmentation rights.

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.
2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

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

Citadel Energy Marketing LLC
By: /S/
Name: JIM VALLILLO
Title: TRADING

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

EXHIBIT A

Dated June 24, 2021, Effective November 01, 2022

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144140)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

SERVICE DETAILS

1. Transportation Contract Demand (CD): 42,000 Dth per day

2. Primary Receipt Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Quantities (Dth)</u>
<u>727 WILD HORSE RECEIPT</u>	<u>42,000</u>
<u>Total</u>	<u>42,000</u>

3. Primary Delivery Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Delivery Obligation (Dth)</u>	<u>Delivery Pressure (psig)</u>
<u>92 KERN RIVER MUDDY CREEK DELIV.</u>	<u>42,000</u>	<u>450</u>
<u>Total</u>	<u>42,000</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): \$0.28262, 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: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).

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 01, 2022

b. Primary Term End Date: October 31, 2024

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 No

Exhibit D No

Exhibit E No

EXHIBIT B

Dated June 24, 2021, Effective November 01, 2022,

(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144140)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

NON-CONFORMING PROVISIONS

In the event of any challenge before FERC by another party regarding the rates provided under the Agreement, and upon written request from Transporter, Shipper will file with FERC in support of the rates provided under the Agreement. Shipper further agrees to support the rates provided under the Agreement during any rate negotiations or rate proceedings between Transporter and its shippers under Section 4 or 5 of the Natural Gas Act, including filing with FERC in support of the rates provided under the Agreement upon written request from Transporter during the term of this Agreement.