



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

August 31, 2023

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

Reference: Northwest Pipeline LLC
Negotiated Rate Service Agreement Containing Non-Conforming Provisions
Darigold, Inc.
Docket No. RP23-_____

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 record to its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”) which relates to a negotiated rate service agreement under Rate Schedule TF-1 that contains non-conforming language.

Eighteenth Revised Sheet No. 395

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

Tariff Record 20 Version 0.0.0
Tariff Record 20.D Version 0.0.0
Tariff Record 20.D.1 Version 0.0.0
Tariff Record 20.D.1.1 Version 0.0.0

Statement of Nature, Reasons, and Basis

The purpose of this filing is to: (1) submit a negotiated rate service agreement that contains non-conforming language between Northwest and Darigold, Inc. (“Darigold”) (Service Agreement No. 145131) for inclusion in Northwest’s Original Tariff; and (2) update its list of non-conforming and negotiated rates service agreements provided in the Tariff.

Negotiated Rates

Commencing on June 29, 2022, Northwest held an open season for the Spokane Expansion Project.¹ At the conclusion of the open season, Darigold was awarded 5,400 Dth/d of firm transportation capacity and elected to pay a negotiated rate.

Pursuant to the Commission's negotiated rate policies² and Northwest's negotiated rate tariff provisions approved by the Commission, Northwest submits the Service Agreement No. 145131 for filing with the Commission. The negotiated rate provisions included in Exhibit D of the service agreement.

Non-Conforming Provisions

Credit: The non-conforming credit provisions are contained in Exhibit "B" of the Service Agreement and must be maintained by Darigold throughout the primary term of the Service Agreement. 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.³

Modernization & Emissions Reduction Program Cost Recovery Mechanism: Because the Precedent Agreement for the Spokane Expansion Project as well as the transportation service agreement predated the Stipulation and Settlement Agreement filed and approved in Docket No. RP22-1155-000⁴, Darigold is not subject to the CRM surcharge. However, Northwest will include the Contract Demand from this Agreement in its annual calculation of the CRM Surcharge and will not include the under collection pursuant to Section 30.4(a)(6) of the General Terms & Conditions.

Accordingly, Northwest is submitting this Service Agreement for inclusion in the Original Volume, as required by the Commission.⁵ Northwest is also revising the list of non-conforming service agreements included in the Tariff to include this contract.

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.

¹ Previously referred to as the Palouse to Pasco Connector Project.

² Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076, reh'g and clarification denied, 75 FERC ¶ 61,024 reh'g denied, 75 FERC ¶ 61,066 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003).

³ 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).

⁴ Stipulation and Settlement Agreement, Docket No. RP22-1155-000, 181 FERC ¶ 61,118

⁵ Columbia Gas Transmission, LLC 132 F.E.R.C. ¶ 61,147 (2010); Dominion Transmission, Inc. 132 F.E.R.C. ¶ 61,179 (2010)

Effective Date and Waiver Request

Northwest requests that the proposed tariff records filed herein be made effective October 1, 2023 or at the end of any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

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 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:

Bela Patel
Director, 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; and that she possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

A handwritten signature in blue ink, appearing to read "Bela Patel". The signature is written in a cursive, flowing style.

Director, 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 06/25/21 (1)	10/4/21
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. 144140)	TF-1	11/01/22	10/04/21
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Darigold, Inc. (No. 145131)	TF-1	10/01/23	08/31/23

(1) Amendment incorporates the non-conforming provisions.

NEGOTIATED RATE AGREEMENTS
Entered Into or Modified After May 24, 2010

INDEX

<u>Agreements</u>	<u>Tariff Record</u>
A.....	
B.....	
C.....	
D.....	20.D
Darigold, Inc.....	20.D.1
Contract No. 145131.....	20.D.1.1
E.....	
F.....	
G.....	
H.....	
I.....	
J.....	
K.....	
L.....	
M.....	
N.....	
O.....	
P.....	
Q.....	
R.....	
S.....	
T.....	
U.....	
V.....	
W.....	
X.....	
Y.....	
Z.....	

NEGOTIATED RATE AGREEMENTS

D

NEGOTIATED RATE SERVICE AGREEMENTS

Darigold, Inc.

Rate Schedule TF-1 Service Agreement
Contract No. 145131

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Darigold, Inc. (Shipper) is made and entered into on February 16, 2023.

WHEREAS:

- A. Transporter and Shipper entered into the Spokane Expansion Project Precedent Agreement dated November 14, 2022, and pursuant to such Agreement Shipper is acquiring 5,400 Dth/d of capacity from Palouse Receipt to the Hagins Delivery Meter Station.

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.

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

Tariff Record 20.D.1.1
Contract No. 145131
Version 0.0.0

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.

Darigold, Inc.
By: /S/
Name: DONNA KRSKA
Title: HEAD OF STRATEGIC/PROCUREMENT

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

EXHIBIT A

Dated February 16, 2023, Effective October 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145131)

between Northwest Pipeline LLC

and Darigold, Inc.

SERVICE DETAILS

1. Transportation Contract Demand (CD): 5,400 Dth per day

2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
415 PALOUSE	5,400
Total	5,400

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
950 HAGINS DELIVERY METER STATION	5,400	425
Total	5,400	

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): 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: During the Negotiated Rates Period as outlined on Exhibit D of the agreement, subsections a. through d. above will not apply
6. Transportation Term:
- a. Primary Term Begin Date: October 01, 2023
- b. Primary Term End Date: September 30, 2043
- 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. Subordinate rights apply as defined in GT&C Section 1 Secondary Firm Service Rights with a Scheduling and Curtailment Priority per GT&C Section 12.1(b) (ii): No
9. Regulatory Authorization: 18 CFR 284.223
10. Additional Exhibits:
- Exhibit B Yes
- Exhibit C No
- Exhibit D Yes
- Exhibit E No

EXHIBIT B

Dated February 16, 2023, Effective October 01, 2023,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement

(Contract No. 145131)
between Northwest Pipeline LLC
and Darigold, Inc.

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 requirements in Section B-1.2 or the collateral alternative set forth in Section B-1.3.

B-1.2 Shipper shall furnish to Transporter on an annual basis within 120 days after the end of Shipper's fiscal year:

(a) The audited balance sheet of the Northwest Dairy Association; and.

(b) The audited balance sheet must show that Shipper currently holds a net equity position in the Northwest Dairy Association that has a value of at least two hundred million dollars (\$200,000,000.00) or more.

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 If Shipper fails or ceases to satisfy either Section B-1.2, or if Shipper has previously provided collateral pursuant to this Section B-1.3, but such collateral fails or ceases to satisfy the conditions of this Section B-1.3, Transporter will notify Shipper. Shipper will have fifteen (15) days after receipt of such notice (" Collateral Deadline ") to provide collateral in an amount equal the Tariff Reservation Rate payable on Shipper's Contract Demand over a (24) month period or the remaining term of this Agreement, whichever is less; provided in no event shall the collateral requirement during the Primary Term or any extension thereof be less than the minimum credit support required under Transporter's Tariff. The collateral shall be provided in one or more of the acceptable forms described below.

(a) 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.

(b) Shipper may provide a cash security deposit (" Deposit "). 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.

B-1.4 If Shipper fails to satisfy Sections B-1.2 or B-1.3, 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.

B-1.5 If Shipper fails to pay two (2) or more undisputed statements by their due dates in any given calendar year, then Transporter may require Shipper to provide collateral pursuant to Section B-1.3 notwithstanding Shipper's satisfaction of Section B-1.2. If Shipper fails to provide the required collateral by the Collateral Deadline, 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 providing the required collateral within the thirty (30) day notice period.

B-1.6 If this Agreement is terminated pursuant to Section B-1.4 or B-1.5, 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 the full amount of all uncontested charges on the statement.

B-2.2 Interest on any 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 Except for statements properly disputed under Section B-2.1, 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 paying the full amount due together with interest at the rate set forth in Section B-2.2 within the thirty (30) day notice period. If this Agreement is terminated pursuant to this Section B-2.3, 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-1.3, B-1.4 or B-2.3, 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 Transporter's total gross investment in the SEP less the depreciation that has been included in the Negotiated Reservation Rate paid by Shipper under this Agreement. The Net Book Value will not be reduced by any net negative salvage already collected.

B-3.3 " Remaining Net Negative Salvage " means the present value of the net negative salvage charge that would have been collected in the Negotiated Reservation Rate 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 Negotiated Reservation Rate.

B-3.4 " 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 Negotiated Reservation Rate multiplied by three (3) 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 three (3) years of its Primary Term, then the three (3) year multiplier used in deriving the Make-Whole Fee will be reduced to correspond to the remaining Primary Term of this Agreement.

B-3.5 " 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 SEP. The income tax benefit received by Transporter from ownership of the SEP is the present value of any future tax benefits received by Transporter from the tax depreciation of the SEP after termination of this Agreement, discounted at the weighted overall cost of capital (exclusive of taxes) used in calculating the Negotiated Reservation

Rate. 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-3.6 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 Washington 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 Washington in each case located in King County, Washington, 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.

**ARTICLE B-V
EXCLUSION OF CRM SURCHARGE**

The Negotiated Rates are not subject to the CRM Surcharge. The CRM Surcharge derives from the Stipulation and Settlement Agreement filed by Transporter with FERC on August 26, 2022, in Docket No. RP22-1155-000. Negotiation of the Negotiated Rates under this Agreement predate the Stipulation and Settlement Agreement and its approval by FERC. Nevertheless, Transporter will include the Contract Demand from this Agreement in its annual calculation of the CRM Surcharge even though Transporter will not be collecting the CRM Surcharge under this Agreement. Such under collection will not be collected pursuant to Section 30.4(a)(6) of the General Terms & Conditions of the Transporter's Tariff as filed in the Stipulation and Settlement Agreement.

EXHIBIT D

Dated February 16, 2023, Effective October 01, 2023,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 145131)
between Northwest Pipeline LLC
and

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TF-1)

1. The Negotiated Rate Provisions will take effect on 10/01/2023 and will remain in effect for a period of twenty(20) years (Negotiated Rates Period). Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)

2. Shipper will pay the following "Negotiated Rates" during the Negotiated Rate Period:
 - a. The daily Negotiated Reservation Rate will be \$0.39 Dth/d, in lieu of the daily maximum base reservation rate, approved by FERC under Rate Schedule TF-1 of the Tariff;
 - b. Any maximum volumetric charge approved by FERC from time to time under Rate Schedule TF-1 of the Tariff;
 - c. Any fuel use and lost or gained and unaccounted-for gas approved by FERC from time to time under Rate Schedule TF-1 of the Tariff; and
 - d. Any applicable surcharges approved by FERC from time to time under Rate Schedule TF-1 of the Tariff except the CRM Surcharge from Transporter s Stipulation and Settlement Agreement filed in Docket No. RP22-1155-000 for which Shipper will not be responsible.

Transporter will not file or cause to be filed with FERC under Section 4 of the NGA any request to change this Exhibit D of the Agreement. Shipper will not file or cause to be filed with FERC under Section 5 of the NGA, any request to change this Exhibit D of the Agreement. Nor will Shipper support any other party that files such a request with FERC.

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 06/25/21 (1)	10/4/21
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. 144140)	TF-1	11/01/22	10/04/21
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
<u>Darigold, Inc.</u> <u>08/031/23</u> <u>(No. 145131)</u>	<u>TF-1</u>	<u>10/01/23</u>	

(1) Amendment incorporates the non-conforming provisions.

NEGOTIATED RATE AGREEMENTS
Entered Into or Modified After May 24, 2010

INDEX

<u>Agreements</u>	<u>Tariff Record</u>
<u>A.....</u>	
<u>B.....</u>	
<u>C.....</u>	
<u>D.....</u>	<u>20.D</u>
<u>Darigold, Inc.....</u>	<u>20.D.1</u>
<u>Contract No. 145131.....</u>	<u>20.D.1.1</u>
<u>E.....</u>	
<u>F.....</u>	
<u>G.....</u>	
<u>H.....</u>	
<u>I.....</u>	
<u>J.....</u>	
<u>K.....</u>	
<u>L.....</u>	
<u>M.....</u>	
<u>N.....</u>	
<u>O.....</u>	
<u>P.....</u>	
<u>Q.....</u>	
<u>R.....</u>	
<u>S.....</u>	
<u>T.....</u>	
<u>U.....</u>	
<u>V.....</u>	
<u>W.....</u>	
<u>X.....</u>	
<u>Y.....</u>	
<u>Z.....</u>	

NEGOTIATED RATE AGREEMENTS

D

NEGOTIATED RATE SERVICE AGREEMENTS

Darigold, Inc.

Rate Schedule TF-1 Service Agreement

Contract No. 145131

—
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Darigold, Inc. (Shipper) is made and entered into on February 16, 2023.

—
WHEREAS:

- A. Transporter and Shipper entered into the Spokane Expansion Project Precedent Agreement dated November 14, 2022, and pursuant to such Agreement Shipper is acquiring 5,400 Dth/d of capacity from Palouse Receipt to the Hagins Delivery Meter Station.

—
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.

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

Tariff Record 20.D.1.1
Contract No. 145131
Version 0.0.0

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>Darigold, Inc.</u>	-	<u>Northwest Pipeline LLC</u>	-
<u>By: /S/</u>	-	<u>By: /S/</u>	-
<u>Name: DONNA KRSKA</u>	-	<u>Name: GARY VENZ</u>	-
<u>Title: HEAD OF STRATEGIC/PROCUREMENT</u>	-	<u>Title: Director Commercial Services</u>	-
-	-	-	-

EXHIBIT A

Dated February 16, 2023, Effective October 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145131)

between Northwest Pipeline LLC

and Darigold, Inc.

SERVICE DETAILS

1. Transportation Contract Demand (CD): 5,400 Dth per day

2. Primary Receipt Point(s):

-		<u>Maximum Daily</u>	-
	<u>Point ID Name</u>	<u>Quantities</u>	
		<u>(Dth)</u>	
-	<u>415 PALOUSE</u>	<u>5,400</u>	-
-	<u>Total</u>	<u>5,400</u>	-

3. Primary Delivery Point(s):

-		<u>Maximum Daily</u>	-
	<u>Point ID Name</u>	<u>Delivery</u>	<u>Delivery</u>
		<u>Obligation</u>	<u>Pressure</u>
		<u>(Dth)</u>	<u>(psig)</u>
-	<u>950 HAGINS DELIVERY METER STATION</u>	<u>5,400</u>	<u>425</u>
-	<u>Total</u>	<u>5,400</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): 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: During the Negotiated Rates Period as outlined on Exhibit D of the agreement, subsections a. through d. above will not apply

6. Transportation Term:

a. Primary Term Begin Date: October 01, 2023

b. Primary Term End Date: September 30, 2043

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. Subordinate rights apply as defined in GT&C Section 1 Secondary Firm Service Rights with a Scheduling and Curtailment Priority per GT&C Section 12.1(b) (ii): No

9. Regulatory Authorization: 18 CFR 284.223

10. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D Yes

Exhibit E No

EXHIBIT B

Dated February 16, 2023, Effective October 01, 2023,

(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145131)
between Northwest Pipeline LLC
and Darigold, Inc.

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 requirements in Section B-1.2 or the collateral alternative set forth in Section B-1.3.

—
B-1.2 Shipper shall furnish to Transporter on an annual basis within 120 days after the end of Shipper's fiscal year:

—
(a) The audited balance sheet of the Northwest Dairy Association; and.

—
(b) The audited balance sheet must show that Shipper currently holds a net equity position in the Northwest Dairy Association that has a value of at least two hundred million dollars (\$200,000,000.00) or more.

—
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 If Shipper fails or ceases to satisfy either Section B-1.2, or if Shipper has previously provided collateral pursuant to this Section B-1.3, but such collateral fails or ceases to satisfy the conditions of this Section B-1.3, Transporter will notify Shipper. Shipper will have fifteen (15) days after receipt of such notice (" Collateral Deadline ") to provide collateral in an amount equal the Tariff Reservation Rate payable on Shipper's Contract Demand over a (24) month period or the remaining term of this Agreement, whichever is less; provided in no event shall the collateral requirement during the Primary Term or any extension thereof be less than the minimum credit support required under Transporter's Tariff. The collateral shall be provided in one or more of the acceptable forms described below.

—
(a) 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.

—
(b) Shipper may provide a cash security deposit (" Deposit "). 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.

—
B-1.4 If Shipper fails to satisfy Sections B-1.2 or B-1.3, 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.

—
B-1.5 If Shipper fails to pay two (2) or more undisputed statements by their due dates in any given calendar year, then Transporter may require Shipper to provide collateral pursuant to Section B-1.3 notwithstanding Shipper's satisfaction of Section B-1.2. If Shipper fails to provide the required collateral by the Collateral Deadline, 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 providing the required collateral within the thirty (30) day notice period.

—
B-1.6 If this Agreement is terminated pursuant to Section B-1.4 or B-1.5, 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 the full amount of all uncontested charges on the statement.

B-2.2 Interest on any 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 Except for statements properly disputed under Section B-2.1, 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 paying the full amount due together with interest at the rate set forth in Section B-2.2 within the thirty (30) day notice period. If this Agreement is terminated pursuant to this Section B-2.3, 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-1.3, B-1.4 or B-2.3, 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 Transporter's total gross investment in the SEP less the depreciation that has been included in the Negotiated Reservation Rate paid by Shipper under this Agreement. The Net Book Value will not be reduced by any net negative salvage already collected.

B-3.3 " Remaining Net Negative Salvage " means the present value of the net negative salvage charge that would have been collected in the Negotiated Reservation Rate 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 Negotiated Reservation Rate.

B-3.4 " 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 Negotiated Reservation Rate multiplied by three (3) 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 three (3) years of its Primary Term, then the three (3) year multiplier used in deriving the Make-Whole Fee will be reduced to correspond to the remaining Primary Term of this Agreement.

B-3.5 " 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 SEP. The income tax benefit received by Transporter from ownership of the SEP is the present value of any future tax benefits received by Transporter from the tax depreciation of the SEP after termination of this Agreement, discounted at the weighted overall cost of capital (exclusive of taxes) used in calculating the Negotiated Reservation

Rate. 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-3.6 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 Washington 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 Washington in each case located in King County, Washington, 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.

ARTICLE B-V
EXCLUSION OF CRM SURCHARGE

—
The Negotiated Rates are not subject to the CRM Surcharge. The CRM Surcharge derives from the Stipulation and Settlement Agreement filed by Transporter with FERC on August 26, 2022, in Docket No. RP22-1155-000. Negotiation of the Negotiated Rates under this Agreement predate the Stipulation and Settlement Agreement and its approval by FERC. Nevertheless, Transporter will include the Contract Demand from this Agreement in its annual calculation of the CRM Surcharge even though Transporter will not be collecting the CRM Surcharge under this Agreement. Such under collection will not be collected pursuant to Section 30.4(a)(6) of the General Terms & Conditions of the Transporter's Tariff as filed in the Stipulation and Settlement Agreement.

EXHIBIT D

Dated February 16, 2023, Effective October 01, 2023,

—
(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145131)

between Northwest Pipeline LLC

and

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TF-1)

1. The Negotiated Rate Provisions will take effect on 10/01/2023 and will remain in effect for a period of twenty(20) years (Negotiated Rates Period). Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)

—

2. Shipper will pay the following "Negotiated Rates" during the Negotiated Rate Period:

- a. The daily Negotiated Reservation Rate will be \$0.39 Dth/d, in lieu of the daily maximum base reservation rate, approved by FERC under Rate Schedule TF-1 of the Tariff;
- b. Any maximum volumetric charge approved by FERC from time to time under Rate Schedule TF-1 of the Tariff;
- c. Any fuel use and lost or gained and unaccounted-for gas approved by FERC from time to time under Rate Schedule TF-1 of the Tariff; and
- d. Any applicable surcharges approved by FERC from time to time under Rate Schedule TF-1 of the Tariff except the CRM Surcharge from Transporter s Stipulation and Settlement Agreement filed in Docket No. RP22-1155-000 for which Shipper will not be responsible.

Transporter will not file or cause to be filed with FERC under Section 4 of the NGA any request to change this Exhibit D of the Agreement. Shipper will not file or cause to be filed with FERC under Section 5 of the NGA, any request to change this Exhibit D of the Agreement. Nor will Shipper support any other party that files such a request with FERC.