



**NORTHWEST PIPELINE LLC**  
295 Chipeta Way (84108)  
P.O. Box 58900  
Salt Lake City, UT 84158-0900  
Phone: (801) 584-7200  
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April 21, 2016

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

**Re: Northwest Pipeline LLC**  
Docket No. RP16-\_\_\_\_\_

Dear Ms. Bose:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission or FERC"), Northwest Pipeline LLC ("Northwest") hereby tenders for filing and acceptance two non-conforming service agreement, Contract Nos. 100304 and 141193, and the following tariff sheet as part of its FERC Gas Tariff ("Tariff") Fifth Revised Volume No. 1:

- Eighth Revised Sheet No. 395

In addition, in order to include Contract Nos. 100304 and 141193 as Tariff records, Northwest submits for filing and acceptance the following tariff records as part of its FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements:

- Tariff Record 10 (Version 9.0.0)
- Tariff Record 10.C. (Version 0.0.0)
- Tariff Record 10.C.1 (Version 0.0.0)
- Tariff Record 10.C.1.1 (Version 0.0.0)
- Tariff Record 10.C.1.2 (Version 0.0.0)

***Purpose***

The purpose of this filing is to: (1) submit two non-conforming service agreements for Commission acceptance, (2) include as tariff records in Northwest's Tariff, Contract Nos. 100304 and 141193, and (3) update the list of non-conforming service agreements in Northwest's Tariff to add the non-conforming service agreements filed herein.

**Statement of Nature, Reasons and Basis for the Filing**

Northwest is submitting for Commission acceptance Contract Nos. 100304 and 141193, dated March 31, 2016. The service agreements filed herewith are in the format of Northwest's currently effective Rate Schedule TF-2 Form of Service Agreement, and contain the following non-conforming

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provisions located on Exhibit B of the agreements:

**Non-conforming Provisions (located on Exhibit B of the contracts)**

A. Additional Sharing of Rights with Agreement No. 100002

The purpose of this provision is to allow Cascade, under certain conditions, to use unutilized grandfathered primary firm capacity rights it holds under its Rate Schedule TF-1 service agreement No. 100002 on its Rate Schedule TF-2 service agreements when nominating from the Plymouth LNG facility (“Plymouth”).<sup>1</sup>

Background

Section 5 of Rate Schedule TF-1 requires shipper’s receipt point rights (“MDQ”) and delivery point rights (“MDDOs”) on an agreement to be equal to the Contract Demand (“CD”) except for those Service Agreements that have aggregate MDDOs in excess of CD (“Excess MDDOs”) as a result of the grandfathering of pre-existing conjunctive nomination rights under the sales conversion program approved in Docket No. CP92-79.<sup>2</sup> Mainline primary firm rights are equal to the lesser of MDQ on one side of a constraint point and the MDDOs on the other side of the constraint point. Excess mainline corridor rights result when a shipper fully utilizes its MDQ without fully utilizing all available mainline corridor rights (“Excess Corridor Rights”).

Service under Rate Schedule TF-2 from Plymouth consists of: 1) primary firm rights at the Plymouth receipt point; 2) secondary firm mainline rights; and 3) primary firm delivery point rights that are shared with another designated TF-1 agreement. Pursuant to Section 12.1(b)(i) of the General Terms and Conditions of Northwest’s Tariff (“GT&C”), the Plymouth TF-2 mainline corridor rights have a secondary firm scheduling priority from the Plymouth receipt point to the designated TF-1 delivery points. These secondary firm scheduling priority rights are afforded the highest priority within the three levels of secondary firm priority.

Proposal

Northwest is proposing to allow Cascade, under certain conditions, to share unutilized Excess Corridor Rights, in addition to the delivery point rights it already shares, between its designated TF-1 agreement and TF-2 agreements.

The conditions that are required to allow such sharing of Excess Corridor Rights are: (1) the sum of the nominations from the Plymouth TF-2 agreements and the designated TF-1 agreement cannot exceed the applicable mainline corridor rights on the designated TF-1 agreement; and (2) the

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<sup>1</sup> Rate Schedule TF-2 shippers with Plymouth as the primary receipt point, always share the primary delivery point locations of a designated Rate Schedule TF-1 agreement. (See, Exhibit A of the Form of Rate Schedule TF-2 Service Agreement, Sheet No. 352-A of the Tariff)

<sup>2</sup> 59 FERC ¶ 61,116 (1992).

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nominations on the TF-2 agreements from Plymouth cannot flow through a constrained point on a day that Northwest has declared a deficiency period<sup>3</sup> for such constrained point and/or issued an Operational Flow Order (“OFO”),<sup>4</sup> that would impact such constrained point.

### Rationale

This change will allow Cascade to more fully utilize the contracted paths on its designated TF-1 service agreement.

This non-conforming provision will have no adverse impacts to shippers with primary firm service because the only instances that primary firm service is allocated amongst the primary firm shippers are days which Northwest has declared a deficiency period and Cascade is prohibited from sharing unutilized primary firm mainline rights from its associated Rate Schedule TF-1 service agreement during a deficiency period.

In addition, this non-conforming provision will have no adverse impacts to shippers with the second and third levels of secondary firm service because Cascade (with the first level of secondary firm) would have a higher scheduling priority than these shippers with or without the additional sharing of unutilized primary firm mainline corridor rights from its Rate Schedule TF-1 agreement.

This non-conforming provision could potentially impact the other three existing shippers with the first level of secondary firm service (i.e. other shippers holding Rate Schedule TF-2 service from Plymouth). One of the three shippers has provided termination notice associated with its TF-2 service agreement effective October 31, 2016, and has no intention of utilizing this service agreement before its termination. The second shipper has Excess MDDOs, but isn’t similarly situated on the system as its Excess Corridor Rights do not have access to the Plymouth receipt point. The third shipper does not have Excess MDDOs or Excess Corridor Rights on its designated TF-1 agreement. All three shippers have indicated that they are not opposed to this non-conforming provision for Cascade.

When Northwest posted the storage capacity for bid that Cascade acquired on Contract 141193, Northwest offered to seek FERC approval for this non-conforming provision for any other similarly situated shipper.<sup>5</sup> Northwest did not receive any competitive bids on the posted capacity.

In addition, the non-conforming provision on Cascade’s Contract No. 100304 was agreed to as a result of a contract term negotiation which included the extension of Contract No. 100304 and

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<sup>3</sup> Deficiency Periods are described in Section 10.2 of the General Terms and Conditions in Northwest’s Tariff.

<sup>4</sup> OFOs are described in Section 14.15 of the General Terms and Conditions in Northwest’s Tariff.

<sup>5</sup> See 135 FERC ¶ 61,231 (2011) (The Commission recognizing the right, per Section 25.2(e)(8) of Northwest’s Tariff, to permit Northwest to include special conditions in an open season posting).

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Cascade's Rate Schedule LS-2F Service Agreement.<sup>6</sup>

This provision will not impact shippers with OFO obligations since Cascade is prohibited from sharing unutilized primary firm mainline rights from its associated Rate Schedule TF-1 agreement through a constraint point in which Northwest has declared an OFO.

Further, the provision contains language that will remove the additional sharing of Excess Corridor Rights for the TF-2 service agreements if Cascade chooses to reduce any of its TF-1 maximum rate contract demand in effect at the time it was awarded its TF-2 capacity unless such reduction in contract demand is attributable to: (1) a temporary release of capacity from Cascade to another shipper; (2) the expiration of a temporary release of capacity to Cascade; (3) the turning back of capacity by Cascade in a reverse open season for use by Northwest in a capacity expansion; or (4) a reduction that was mutually agreed to by Cascade and Northwest which does not adversely affect other shippers.

The purpose of this language is to provide an additional protection to Northwest's shippers by preventing Cascade from replacing its TF-1 firm transportation capacity with TF-2 capacity. If Cascade were allowed to turn back existing firm transportation capacity as a result of being granted greater use of its TF-2 capacity, Northwest's shippers could be harmed by a loss of billing determinants. Thus, this language is necessary to further protect Northwest's remaining shippers.

This language is analogous to a nonconforming provision approved by the Commission in RP11-59-001.<sup>7</sup> In that case, in exchange for Northwest granting the shipper a long-term discount, the shipper agreed that it would permanently lose the discount if it turned back any firm transportation capacity it held at the time of entering into the discounted agreement.<sup>8</sup> Northwest argued that this provision was necessary because without it, "it could make financial sense for the shipper to acquire this discounted capacity and use it to replace its more expensive existing capacity."<sup>9</sup> The Commission found the non-conforming provision permissible because it ensured "discounted capacity will not be used to replace capacity currently contracted under maximum rates."<sup>10</sup> While Cascade's Plymouth TF-2 service agreements are maximum rate agreements, they are capped at an Annual Contract Quantity

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<sup>6</sup> Section 11.7 of the GT&C in Northwest's Tariff provides Northwest and its shippers with the right to negotiate contract extensions prior to the expiration of a contract. *See also Columbia Gas Transmission, LLC*, 134 FERC ¶ 61,203 at P. 8 (2011) ("The Commission has approved tariff provisions permitting pipelines to negotiate extensions of agreements, including modifications in existing contracts"); *Tennessee Gas Pipeline Co.*, 119 FERC ¶ 61,126, P. 21 (2007) (allowing contract extension negotiations to include modifications to terms of contracts that go beyond quantity, rate, and duration, provided that mutually agreed modifications not provided by the tariff be filed for Commission approval).

<sup>7</sup> *Northwest Pipeline*, 135 FERC ¶ 61,231 (2011).

<sup>8</sup> *Id.* at ¶ 6 (2011).

<sup>9</sup> *See* RP11-59-001, Northwest Pipeline Compliance Filing dated December 10, 2010.

<sup>10</sup> *Northwest Pipeline*, 135 FERC ¶ 61,231 (2011).

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("ACQ")<sup>11</sup> that makes it less expensive than holding year-round maximum rate TF-1 capacity. This provides Cascade with a financial incentive to use the provision to replace maximum rate capacity. Therefore, it is critical that this provision terminates if Cascade turns back any existing firm transportation capacity.

#### B. Commission Approval Condition

Northwest and Cascade have agreed to a provision that specifies what will happen in the event the Commission does not accept or conditionally accepts the non-conforming provisions in these contracts. The provision provides that Northwest and Cascade agree to work in good faith to create replacement provisions that will place each party in substantially the same position as if the Commission had approved the original provisions. In the event the Commission does not approve the non-conforming provisions and Northwest and Cascade are unable to agree on revised non-conforming conditions acceptable to the Commission, the contract as restated and/or amended, excluding the provisions not approved, will remain in full force and effect until the Commission accepts mutually agreed upon replacement provisions or Northwest and Cascade agree otherwise. This provision does not present a substantial risk of undue discrimination as it has been included in recognition of the Commission's determination that a pipeline should not have a unilateral right to amend or restate an agreement to cure an impermissible non-conforming provision.<sup>12</sup>

#### *Filings Pending Before the Commission*

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

#### *Effective Date and Waiver Request*

Northwest requests that (1) the proposed tariff sheets, and (2) the tariff records filed herein be made effective May 23, 2016. Northwest also requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

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<sup>11</sup> ACQ represents the quantity of transportation service each shipper may receive during each 12-month period without incurring overrun charges. A TF-2 Shipper may nominate its daily contract demand up to its ACQ. For example, Cascade's Contract Nos. 100304 and 141193, each provide for 9.4 days of service during the year.

<sup>12</sup> A mutual agreement between the parties to address a service agreement with an impermissible deviation is consistent with the Commission's finding that a pipeline should not have a unilateral right to amend or restate an agreement to cure an impermissible non-conforming provision. *See Kern River Gas Transmission Company*, 132 FERC ¶ 61,111 (2010).

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***Procedural Matters***

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

- proposed and marked tariff sheet (Fifth Revised Volume No. 1);
- proposed tariff records to be included in Original Volume Non-Conforming Service and Negotiated Rate Agreements and marked versions of such records; and
- transmittal letter.

***Service and Communications***

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

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

Laren Gertsch  
Director, Rates and Tariffs  
(801) 584-7200  
Northwest Pipeline LLC  
P.O. Box 58900  
Salt Lake City, Utah 84158-0900  
laren.gertsch@williams.com

Stewart J. Merrick  
Senior Attorney  
(801) 584-6326  
Northwest Pipeline LLC  
P.O. Box 58900  
Salt Lake City, Utah 84158-0900  
stewart.merrick@williams.com

The undersigned certifies that the contents of this filing are true and correct to the best of his knowledge and belief and he possesses full power and authority to sign this filing.

Respectfully submitted,

**NORTHWEST PIPELINE LLC**

***Laren Gertsch***  
\_\_\_\_\_  
Director, Rates and Tariffs

Enclosures

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 10/16/14 (1)	11/19/14
Avista Corporation (No. 100314)	TF-2	05/01/95 07/09/12 (1)	10/02/12
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
PacifiCorp (No. 129875)	TF-1	08/01/01 11/12/07	07/21/08
Chevron U.S.A. Inc. (No. 137680)	TF-1	09/23/09	09/30/09
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Cross Timbers Energy Services, Inc. (No. 139366)	TF-1	12/20/11	06/29/12

(1) Amendment incorporates the non-conforming provisions.

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

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<u>Agreements</u>	<u>Tariff Record</u>
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C .....	<u>10.C</u>
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P .....	10.P
Puget Sound Energy, Inc.....	10.P.1
Contract No. 100313.....	10.P.1.1
Contract No. 140415.....	10.P.1.2
Contract No. 100056.....	10.P.1.3



**NWP Tariff Filing - RP16-863**

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

**Tariff Record 10  
Non-Conforming Service Agreements Index  
Version 9.0.0**

Contract No. 140766.....10.P.1.4  
Contract No. 140910.....10.P.1.5

R .....  
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V .....  
W .....10.W  
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Contract No. 138172.....10.W.1.1  
Contract No. 137678.....10.W.1.2  
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X .....  
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**NON-CONFORMING SERVICE AGREEMENTS**

**C**

| **NON-CONFORMING SERVICE AGREEMENTS**

| Cascade Natural Gas Corporation

Rate Schedule TF-2 Service Agreement

Contract No. 100304

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on March 31, 2016 and restates the Service Agreement made and entered into on October 12, 2006.

WHEREAS:

A. Shipper originally entered into Contract No. 100304 pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011 which unbundled the storage and redelivery transportation services, effective April 1, 1994.

B. The storage redelivery service hereunder is related to that certain Rate Schedule LS-2F service agreement No. 100601, dated February 26, 2007.

C. Transporter and Shipper further agree to restate the Agreement in its most current form of service to add an "Exhibit B" with non-conforming provisions that provide Cascade with the right to share Unutilized Excess Corridor rights on their Contract No. 100002 and to extend the Primary Term End Date from the last stated date of October 31, 2019 to March 31, 2023.

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

1. Tariff Incorporation. Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to the incremental facilities charge as set forth on Exhibit C.

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

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Restated Firm Service Agreement dated October 12, 2006, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

\_\_\_\_\_  
Cascade Natural Gas Corporation  
By: /S/  
Name: BOB MORMAN  
Title: DIRECTOR OF GAS SUPPLY (MDU)

\_\_\_\_\_  
Northwest Pipeline LLC  
By: /S/  
Name: MIKE RASMUSON  
Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A  
Dated and Effective March 31, 2016  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 100304)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

SERVICE DETAILS

- 1. Transportation Contract Demand: 60,000 Dth per day
- 2. Annual Contract Quantity: 562,200 Dth
- 3. Monthly Billing Quantity: 1,540 Dth
- 4. Primary Receipt Point:

<u>Point ID Name</u>	<u>Maximum Daily Quantity (Dth)</u>
<u>194 PLYMOUTH LNG RECEIPT</u>	<u>60,000</u>
<u>Total</u>	<u>60,000</u>

- 5. Primary Delivery Point(s):  
Delivery of natural gas by Transporter to Shipper shall be at or near the points whose location are described in Shipper's currently effective Service Agreement (Contract No. 100002) under Rate Schedule TF-1.

- 6. Recourse or Discounted Recourse Transportation Rates:
  - a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum Base Tariff Rate, plus applicable surcharges
  - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
  - c. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2: Not Applicable

- 7. Transportation Term:
  - a. Primary Term Begin Date: April 01, 1994
  - b. Primary Term End Date: March 31, 2023
  - c. Evergreen Provisions: Yes, standard unilateral evergreen under Section 14.1 of Rate Schedule TF-2

- 8. Contract-Specific OFO Parameters: None  
Specified contract-specific OFO conditions or alternative actions: None

- 9. Regulatory Authorization: 18 CFR 284.223

<u>10. Additional Exhibits:</u>	<u>Exhibit B</u>	<u>Yes</u>
	<u>Exhibit C</u>	<u>No</u>
	<u>Exhibit D</u>	<u>No</u>
	<u>Exhibit E</u>	<u>No</u>

EXHIBIT B

Dated and Effective March 31, 2016, (subject to Commission acceptance)  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 100304)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

NON-CONFORMING PROVISIONS

Additional Sharing of Rights with Agreement No. 100002

In addition to sharing the delivery points on Agreement No. 100002, Shipper will be entitled to share the unutilized Excess Corridor Rights on Agreement No. 100002 provided that: 1) the sum of the nominations from this Agreement and Agreement No. 100002 cannot exceed the mainline corridor rights on Agreement No. 100002; and (2) the nominations on this Agreement do not flow through a constrained point on a day that Northwest has declared a deficiency period related to such constraint point, pursuant to Section 10.2 of the GT&C and/or issued an OFO that would impact such constrained point, pursuant to Section 14.15 of the GT&C. Excess Corridor Rights will be defined as the unutilized corridor rights on Cascade's TF-1 Agreement No. 100002 starting from the Plymouth LNG storage facility to the delivery points listed on Agreement No. 100002.

If Shipper hereafter reduces the amount of TF-1 maximum rate Contract Demand it held under any of its Rate Schedule TF-1 Service Agreements in effect at the time Shipper was awarded this capacity, Shipper's right to share Excess Corridor Rights delineated above will concurrently terminate. Notwithstanding the foregoing, Transporter will not have the right to terminate Shipper's right to share Excess Corridor Rights if such reduction in Contract Demand by Shipper is attributable to: (i) a temporary release of capacity from the Shipper to another; (ii) the expiration of a temporary release of capacity to the Shipper; (iii) the turning back of capacity by the Shipper in a reverse open season for use by Transporter in a capacity expansion; (iv) or a reduction that was mutually agreed to by Shipper and Transporter which does not adversely affect other shippers.

FERC Approval

If the Commission rejects the non-conforming provisions related to Shippers rights to share Excess Corridor Rights, or accepts such provisions with conditions unacceptable to either Party, the Parties will attempt to negotiate in good faith to achieve replacement provisions that will place each of the Parties in substantially the same position as if the Commission accepted such non-conforming provisions. In such case, the Parties agree that this contract as restated and/or amended (with the exception of any provisions rejected by the Commission) will remain in full force and effect, until the Commission accepts the mutually agreed upon replacement provisions, unless otherwise agreed to by the Parties.

Rate Schedule TF-2 Service Agreement

Contract No. 141193

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on March 31, 2016.

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.

B. The storage redelivery service hereunder is related to that certain Rate Schedule LS-2F service agreement No. 140857, dated September 3, 2015.

C. Transporter and Shipper further agree to add an "Exhibit B" with non-conforming provisions that provide Cascade with the right to share unutilized excess corridor rights on their Transportation Service Agreement No. 100002.

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

1. Tariff Incorporation. Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to the incremental facilities charge as set forth on Exhibit C.



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

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Cascade Natural Gas Corporation  
By: /S/  
Name: BOB MORMAN  
Title: DIRECTOR OF GAS SUPPLY (MDU)

Northwest Pipeline LLC  
By: /S/  
Name: MIKE RASMUSON  
Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A  
Dated March 31, 2016, Effective April 01, 2016  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 141193)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

SERVICE DETAILS

- 1. Transportation Contract Demand: 10,675 Dth per day
- 2. \_\_\_\_\_
- 3. Annual Contract Quantity: 100,000 Dth
- 4. \_\_\_\_\_
- 5. Monthly Billing Quantity: 274 Dth
- 6. \_\_\_\_\_
- 7. Primary Receipt Point:

<u>Point ID Name</u>	<u>Maximum Daily Quantity (Dth)</u>
<u>194 PLYMOUTH LNG RECEIPT</u>	<u>10,675</u>
<u>Total</u>	<u>10,675</u>

- 8. Primary Delivery Point(s):  
Delivery of natural gas by Transporter to Shipper shall be at or near the  
points whose location are described in Shipper's currently effective  
Service Agreement (Contract No. 100002) under Rate Schedule TF-1.

- 9. Recourse or Discounted Recourse Transportation Rates:
  - a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum  
Base Tariff Rate, plus applicable surcharges
  - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus  
applicable surcharges
  - c. Rate Discount Conditions Consistent with Section 3.3 of Rate  
Schedule TF-2: Not Applicable

- 10. Transportation Term:
  - a. Primary Term Begin Date: April 01, 2016
  - b. Primary Term End Date: March 31, 2023
  - c. Evergreen Provisions: Yes, standard bi-lateral evergreen under  
Section 14.2 (a) (ii) and (b) (ii) of Rate Schedule TF-2

- 11. Contract-Specific OFO Parameters: None  
Specified contract-specific OFO conditions or alternative actions: None

- 12. Regulatory Authorization: 18 CFR 284.223

- 10. Additional Exhibits:
  - Exhibit B Yes
  - Exhibit C No
  - Exhibit D No
  - Exhibit E No

EXHIBIT B

Dated March 31, 2016, Effective April 01, 2016,  
(subject to Commission acceptance)

to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 141193)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

NON-CONFORMING PROVISIONS

Additional Sharing of Rights with Agreement No. 100002

In addition to sharing the delivery points on Agreement No. 100002, Shipper will be entitled to share the unutilized Excess Corridor Rights on Agreement No. 100002 provided that: 1) the sum of the nominations from this Agreement and Agreement No. 100002 cannot exceed the mainline corridor rights on Agreement No. 100002; and (2) the nominations on this Agreement do not flow through a constrained point on a day that Northwest has declared a deficiency period related to such constraint point, pursuant to Section 10.2 of the GT&C and/or issued an OFO that would impact such constrained point, pursuant to Section 14.15 of the GT&C. Excess Corridor Rights will be defined as the unutilized corridor rights on Cascade's TF-1 Agreement No. 100002 starting from the Plymouth LNG storage facility to the delivery points listed on Agreement No. 100002.

If Shipper hereafter reduces the amount of TF-1 maximum rate Contract Demand it held under any of its Rate Schedule TF-1 Service Agreements in effect at the time Shipper was awarded this capacity, Shipper's right to share Excess Corridor Rights delineated above will concurrently terminate. Notwithstanding the foregoing, Transporter will not have the right to terminate Shipper's right to share Excess Corridor Rights if such reduction in Contract Demand by Shipper is attributable to: (i) a temporary release of capacity from the Shipper to another; (ii) the expiration of a temporary release of capacity to the Shipper; (iii) the turning back of capacity by the Shipper in a reverse open season for use by Transporter in a capacity expansion; (iv) or a reduction that was mutually agreed to by Shipper and Transporter which does not adversely affect other shippers.

FERC Approval

If the Commission rejects the non-conforming provisions related to Shippers rights to share Excess Corridor Rights, or accepts such provisions with conditions unacceptable to either Party, the Parties will attempt to negotiate in good faith to achieve replacement provisions that will place each of the Parties in substantially the same position as if the Commission accepted such non-conforming provisions. In such case, the Parties agree that this contract as restated and/or amended (with the exception of any provisions rejected by the Commission) will remain in full force and effect, until the Commission accepts the mutually agreed upon replacement provisions, unless otherwise agreed to by the Parties.

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 10/16/14 (1)	11/19/14
Avista Corporation (No. 100314)	TF-2	05/01/95 07/09/12 (1)	10/02/12
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
PacifiCorp (No. 129875)	TF-1	08/01/01 11/12/07	07/21/08
Chevron U.S.A. Inc. (No. 137680)	TF-1	09/23/09	09/30/09
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Cross Timbers Energy Services, Inc. (No. 139366)	TF-1	12/20/11	06/29/12

(1) Amendment incorporates the non-conforming provisions.

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

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**NWP Tariff Filing - RP16-863**

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

**Tariff Record 10  
Non-Conforming Service Agreements Index  
Version 9.0.0**

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Z .....

**NON-CONFORMING SERVICE AGREEMENTS**

**C**

**NON-CONFORMING SERVICE AGREEMENTS**

Cascade Natural Gas Corporation



Rate Schedule TF-2 Service Agreement

Contract No. 100304

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on March 31, 2016 and restates the Service Agreement made and entered into on October 12, 2006.

WHEREAS:

A. Shipper originally entered into Contract No. 100304 pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011 which unbundled the storage and redelivery transportation services, effective April 1, 1994.

B. The storage redelivery service hereunder is related to that certain Rate Schedule LS-2F service agreement No. 100601, dated February 26, 2007.

C. Transporter and Shipper further agree to restate the Agreement in its most current form of service to add an "Exhibit B" with non-conforming provisions that provide Cascade with the right to share Unutilized Excess Corridor rights on their Contract No. 100002 and to extend the Primary Term End Date from the last stated date of October 31, 2019 to March 31, 2023.

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

1. **Tariff Incorporation.** Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.

2. **Transportation Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.

3. **Transportation Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to the incremental facilities charge as set forth on Exhibit C.

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

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Restated Firm Service Agreement dated October 12, 2006, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Cascade Natural Gas Corporation  
By: /S/  
Name: BOB MORMAN  
Title: DIRECTOR OF GAS SUPPLY (MDU)

Northwest Pipeline LLC  
By: /S/  
Name: MIKE RASMUSON  
Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A  
Dated and Effective March 31, 2016  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 100304)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

SERVICE DETAILS

- 1. Transportation Contract Demand: 60,000 Dth per day
- 2. Annual Contract Quantity: 562,200 Dth
- 3. Monthly Billing Quantity: 1,540 Dth
- 4. Primary Receipt Point:

Point ID Name	Maximum Daily Quantity (Dth)
194 PLYMOUTH LNG RECEIPT	60,000
<u>        Total</u>	<u>60,000</u>

- 5. Primary Delivery Point(s):  
Delivery of natural gas by Transporter to Shipper shall be at or near the points whose location are described in Shipper's currently effective Service Agreement (Contract No. 100002) under Rate Schedule TF-1.
- 6. Recourse or Discounted Recourse Transportation Rates:
  - a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum Base Tariff Rate, plus applicable surcharges
  - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
  - c. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2: Not Applicable
- 7. Transportation Term:
  - a. Primary Term Begin Date: April 01, 1994
  - b. Primary Term End Date: March 31, 2023
  - c. Evergreen Provisions: Yes, standard unilateral evergreen under Section 14.1 of Rate Schedule TF-2
- 8. Contract-Specific OFO Parameters: None  
  
Specified contract-specific OFO conditions or alternative actions: None
- 9. Regulatory Authorization: 18 CFR 284.223
- 10. Additional Exhibits:
 

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

EXHIBIT B

Dated and Effective March 31, 2016, (subject to Commission acceptance)  
to the

Rate Schedule TF-2 Service Agreement  
(Contract No. 100304)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

NON-CONFORMING PROVISIONS

**Additional Sharing of Rights with Agreement No. 100002**

In addition to sharing the delivery points on Agreement No. 100002, Shipper will be entitled to share the unutilized Excess Corridor Rights on Agreement No. 100002 provided that: 1) the sum of the nominations from this Agreement and Agreement No. 100002 cannot exceed the mainline corridor rights on Agreement No. 100002; and (2) the nominations on this Agreement do not flow through a constrained point on a day that Northwest has declared a deficiency period related to such constraint point, pursuant to Section 10.2 of the GT&C and/or issued an OFO that would impact such constrained point, pursuant to Section 14.15 of the GT&C. Excess Corridor Rights will be defined as the unutilized corridor rights on Cascade's TF-1 Agreement No. 100002 starting from the Plymouth LNG storage facility to the delivery points listed on Agreement No. 100002.

If Shipper hereafter reduces the amount of TF-1 maximum rate Contract Demand it held under any of its Rate Schedule TF-1 Service Agreements in effect at the time Shipper was awarded this capacity, Shipper's right to share Excess Corridor Rights delineated above will concurrently terminate. Notwithstanding the foregoing, Transporter will not have the right to terminate Shipper's right to share Excess Corridor Rights if such reduction in Contract Demand by Shipper is attributable to: (i) a temporary release of capacity from the Shipper to another; (ii) the expiration of a temporary release of capacity to the Shipper; (iii) the turning back of capacity by the Shipper in a reverse open season for use by Transporter in a capacity expansion; (iv) or a reduction that was mutually agreed to by Shipper and Transporter which does not adversely affect other shippers.

**FERC Approval**

If the Commission rejects the non-conforming provisions related to Shippers rights to share Excess Corridor Rights, or accepts such provisions with conditions unacceptable to either Party, the Parties will attempt to negotiate in good faith to achieve replacement provisions that will place each of the Parties in substantially the same position as if the Commission accepted such non-conforming provisions. In such case, the Parties agree that this contract as restated and/or amended (with the exception of any provisions rejected by the Commission) will remain in full force and effect, until the Commission accepts the mutually agreed upon replacement provisions, unless otherwise agreed to by the Parties.

Rate Schedule TF-2 Service Agreement

Contract No. 141193

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Cascade Natural Gas Corporation (Shipper) is made and entered into on March 31, 2016.

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.

B. The storage redelivery service hereunder is related to that certain Rate Schedule LS-2F service agreement No. 140857, dated September 3, 2015.

C. Transporter and Shipper further agree to add an "Exhibit B" with non-conforming provisions that provide Cascade with the right to share unutilized excess corridor rights on their Transportation Service Agreement No. 100002.

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

1. **Tariff Incorporation.** Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
2. **Transportation Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.
3. **Transportation Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to the incremental facilities charge as set forth on Exhibit C.

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

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.

6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Cascade Natural Gas Corporation  
By: /S/  
Name: BOB MORMAN  
Title: DIRECTOR OF GAS SUPPLY (MDU)

Northwest Pipeline LLC  
By: /S/  
Name: MIKE RASMUSON  
Title: DIRECTOR, MARKETING SERVICES

EXHIBIT A

Dated March 31, 2016, Effective April 01, 2016  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 141193)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

SERVICE DETAILS

- 1. Transportation Contract Demand: 10,675 Dth per day
- 2.
- 3. Annual Contract Quantity: 100,000 Dth
- 4.
- 5. Monthly Billing Quantity: 274 Dth
- 6.
- 7. Primary Receipt Point:

Point ID Name	Maximum Daily Quantity (Dth)
<u>194 PLYMOUTH LNG RECEIPT</u>	<u>10,675</u>
Total	10,675

- 8. Primary Delivery Point(s):  
Delivery of natural gas by Transporter to Shipper shall be at or near the points whose location are described in Shipper's currently effective Service Agreement (Contract No. 100002) under Rate Schedule TF-1.
- 9. Recourse or Discounted Recourse Transportation Rates:
  - a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum Base Tariff Rate, plus applicable surcharges
  - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
  - c. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2: Not Applicable
- 10. Transportation Term:
  - a. Primary Term Begin Date: April 01, 2016
  - b. Primary Term End Date: March 31, 2023
  - c. Evergreen Provisions: Yes, standard bi-lateral evergreen under Section 14.2 (a) (ii) and (b) (ii) of Rate Schedule TF-2
- 11. Contract-Specific OFO Parameters: None  
  
Specified contract-specific OFO conditions or alternative actions: None
- 12. Regulatory Authorization: 18 CFR 284.223
- 10. Additional Exhibits:
  - Exhibit B Yes
  - Exhibit C No
  - Exhibit D No
  - Exhibit E No

EXHIBIT B

Dated March 31, 2016, Effective April 01, 2016,  
(subject to Commission acceptance)

to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. 141193)  
between Northwest Pipeline LLC  
and Cascade Natural Gas Corporation

NON-CONFORMING PROVISIONS

**Additional Sharing of Rights with Agreement No. 100002**

In addition to sharing the delivery points on Agreement No. 100002, Shipper will be entitled to share the unutilized Excess Corridor Rights on Agreement No. 100002 provided that: 1) the sum of the nominations from this Agreement and Agreement No. 100002 cannot exceed the mainline corridor rights on Agreement No. 100002; and (2) the nominations on this Agreement do not flow through a constrained point on a day that Northwest has declared a deficiency period related to such constraint point, pursuant to Section 10.2 of the GT&C and/or issued an OFO that would impact such constrained point, pursuant to Section 14.15 of the GT&C. Excess Corridor Rights will be defined as the unutilized corridor rights on Cascade's TF-1 Agreement No. 100002 starting from the Plymouth LNG storage facility to the delivery points listed on Agreement No. 100002.

If Shipper hereafter reduces the amount of TF-1 maximum rate Contract Demand it held under any of its Rate Schedule TF-1 Service Agreements in effect at the time Shipper was awarded this capacity, Shipper's right to share Excess Corridor Rights delineated above will concurrently terminate. Notwithstanding the foregoing, Transporter will not have the right to terminate Shipper's right to share Excess Corridor Rights if such reduction in Contract Demand by Shipper is attributable to: (i) a temporary release of capacity from the Shipper to another; (ii) the expiration of a temporary release of capacity to the Shipper; (iii) the turning back of capacity by the Shipper in a reverse open season for use by Transporter in a capacity expansion; (iv) or a reduction that was mutually agreed to by Shipper and Transporter which does not adversely affect other shippers.

**FERC Approval**

If the Commission rejects the non-conforming provisions related to Shippers rights to share Excess Corridor Rights, or accepts such provisions with conditions unacceptable to either Party, the Parties will attempt to negotiate in good faith to achieve replacement provisions that will place each of the Parties in substantially the same position as if the Commission accepted such non-conforming provisions. In such case, the Parties agree that this contract as restated and/or amended (with the exception of any provisions rejected by the Commission) will remain in full force and effect, until the Commission accepts the mutually agreed upon replacement provisions, unless otherwise agreed to by the Parties.