

NORTHWEST PIPELINE LLC

P.O. Box 58900 Salt Lake City, UT 84158-0900 Phone: (801) 584-7200 FAX: (801) 584-7764

July 26, 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") tenders for filing and acceptance the following tariff sheets as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Fifth Revised Sheet No. 5-D Fourth Revised Sheet No. 227

Statement of Nature, Reasons and Basis for the Filing

The purpose of this filing is to propose changes to Northwest's Tariff to: (1) provide consistency in the Tariff language regarding transportation of gas to Rate Schedule TF-1 Small Customer's ("Small Customer")¹ delivery points, (2) address third party deliveries to Small Customer delivery points, and (3) memorialize the rights of a certain Small Customer to utilize deliveries from its Rate Schedule TF-2 Service Agreement with the Plymouth LNG Facility as a receipt point.

Currently, in the Statement of Rates, footnote 6, it states that Northwest will "not transport gas" for Small Customers under any interruptible or capacity release agreement until a Small Customer's contract demand is exhausted for the day. Yet, in the General Terms and Conditions ("GT&C") Section 14.1 (b) (iv), the Tariff states that Northwest will "not accept nominations" on any Rate Schedule TI-1 service agreement until a Small Customer's contract demand is

¹ Per Section 2 of Rate Schedule TF-1, a TF-1 (Small Customer) is any pipeline or distribution company which elects Rate Schedule TF-1 (Small Customer) service and whose aggregate transportation contract demand, as specified in its service agreement(s), is for 10,000 Dth per day or less.

Ms. Kimberly D. Bose July 26, 2016 Page 2 of 4

exhausted for the day (failing to mention capacity release).

For consistency, Northwest proposes to use identical language in both of these sections describing that Northwest will not schedule gas for delivery at the Small Customer delivery points under any transportation service agreement until a Small Customer has scheduled its full contract demand.

Although the current Tariff language identifies the restrictions on capacity release and interruptible agreements delivering to Small Customer delivery points, it fails to directly mention a restriction on third party deliveries to the Small Customer's delivery points consistent with Order 636-B. In Order 636-B, Tenneco argued, and the Commission agreed, that in addition to the restriction on a small customer from utilizing an interruptible agreement or a capacity release agreement, a small customer should not be able to receive gas from third parties unless the small customer has exhausted is daily small customer entitlement.

"It [Tenneco] maintains that 'no other shipper should be permitted to use the small customer's delivery point(s) as secondary points under a firm agreement, and small customers must be prohibited from receiving gas at their delivery points from an [interruptible transportation] shipper.' Tenneco claims that unless this loophole is closed 'a small customer could circumvent the Commission's restrictions by simply buying gas from a third party shipper at its delivery point and receiving the difference between the shipper's transportation and its own [firm transportation] rate through the price it would pay for the gas.'

The Commission clarifies that its intent was that small customers receiving service at the small customer rate must first use the pipeline's firm transportation under the small customer rate schedule to provide the pipeline with the opportunity to recover its costs assigned to that service. Tenneco's argument comports with the Commission's interpretation of its regulations because it would prohibit evasion of the pipeline's firm transportation under the small customer service. A small customer should not be able to receive gas from third parties at the small customer's delivery points unless the small customer has exhausted its daily level of firm entitlement for that day in the aggregate."

Northwest proposes the revised Tariff language to be consistent with this concept. It proposes to restrict any transportation service agreement from delivering to a Small Customer's delivery point until all the Small Customer's daily contract demand has been scheduled.

Finally, Northwest is proposing to add a clarification to the Small Customer Tariff language to memorialize the rights of a Small Customer⁴ to utilize deliveries from its Rate Schedule TF-2 Service Agreement with the Plymouth LNG Facility as a receipt point. This right is applicable to

10. at par. 47.

² Re Pipeline Serv. Obligations, 61 FERC ¶ 61,272 (1992).

³ *Id.* at par. 47.

⁴ The contract is held by the City of Ellensburg.

Ms. Kimberly D. Bose July 26, 2016 Page 3 of 4

Small Customers that held capacity at the Plymouth LNG Facility at the time of unbundling.⁵ The Tariff is unclear as to whether this Small Customer may utilize its grandfathered right to make such deliveries to its Small Customer delivery point. By this clarification, Northwest is simply memorializing this right. Currently, there are no other Small Customers which are similarly situated.

Filings Pending Before the Commission

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

Effective Date and Waiver Request

Northwest hereby moves that the proposed Tariff sheets be made effective August 26, 2016, or at the end of any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Procedural Matters

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

- Proposed tariff sheets,
- Marked tariff sheets, 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.

⁵ See Northwest Pipeline Corporation, 65 FERC ¶ 61,383 (1993). (The Commission approved the abandonment of existing customers of SGS-1, X-82, and LS-1 services by having the transportation components of those services converted automatically to the Rate Schedule TF-2).

Ms. Kimberly D. Bose July 26, 2016 Page 4 of 4

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

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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; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

Laren Gertsch

Director, Rates and Tariffs

Enclosures

Fifth Revised Sheet No. 5-D Superseding Fourth Revised Sheet No. 5-D

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 (Continued)

(Dollars per Dth)

Footnotes (Continued)

- (5) Rates for Rate Schedules TF-1, TF-2 and TFL-1 are also applicable to capacity release service except for short-term capacity release transactions for a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release, which are not subject to the stated Maximum Base Tariff Rate. (Section 22 of the General Terms and Conditions describes how bids for capacity release will be evaluated.) The reservation rate is the comparable volumetric bid reservation charge applicable to Replacement Shippers bidding for capacity released on a one-part volumetric bid basis.
- (6) For Rate Schedule TF-1 (Small Customer), the Maximum Base Tariff Rate is comprised of \$0.71277 for transmission costs and \$0.00878 for storage costs. Transporter will not transportschedule gas for delivery forto a Small Customers subject to this Rate Schedule TF-1 under any interruptible transportation Service Agreement (excluding its Rate Schedule TF-2 Service Agreement at Plymouth held at the time of storage service unbundling in RP93-5) or under any capacity release Service Agreement unless such Small Customer has scheduledexhausted its full Contract Demand for daily levels of firm service entitlement under its Rate Schedule TF-1 (Small Customer) Service Agreement(s) for that day.
- (7) Rate Schedule TI-1 maximum base tariff volumetric rate is comprised of \$0.43542 for transmission costs and \$0.00458 for storage costs.
- (8) Applicable to Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 pursuant to Section 15.5 of the General Terms and Conditions.
- (9) The Unauthorized Overrun Charge per Dth is the greater of \$10 or 150 percent of the highest midpoint price at NW Wyo. Pool, NW s. of Green River, Stanfield Ore., NW Can. Bdr. (Sumas), Kern River Opal, or El Paso Bondad as reflected in the Daily Price Survey published in "Gas Daily."

Fourth Revised Sheet No. 227 Superseding Third Revised Sheet No. 227

GENERAL TERMS AND CONDITIONS (Continued)

- 14. OPERATING CONDITIONS (Continued)
 - (i) NAESB WGQ Nominations Related Standard 1.3.19 will apply.
 - (ii) Nominating Party/Shipper is responsible to ensure that the gas supply is available in sufficient quantity at the designated Receipt Points before the nominations are communicated to Transporter. Preceding the confirmation of nominations, Transporter has the right to verify the consistency of each nomination with Transporter's service agreements with Shipper(s), availability of capacity up and downstream of Transporter's system, and the availability of mainline capacity necessary to transport the gas. Transporter may reject nominations if such information cannot be verified. Transporter will notify Receiving Party and/or Nominating Party and/or Shipper of the quantity that Transporter can receive and deliver pursuant to the procedures in Section 14.4 below.
 - (iii) Nominating Party/Shipper is responsible for the accuracy of all nomination requests. Transporter will only receive nominations through Transporter's Designated Site. All nomination information, except volume data, is considered correct and confirmed by Nominating Party when it is communicated to Transporter.
 - (iv) Transporter shall not schedule accept nominations gas for service delivery to a Small Customer subject to Rate Schedule TF-1 under any transportation Rate Schedule TI-1 Service Agreement (excluding its Rate Schedule TF-2 Service Agreement at Plymouth held at the time of storage service unbundling in RP93-5) with a Shipper which is also subject to Rate Schedule TF-1 (Small Customer) service unless such ShipperSmall Customer also has nominated scheduled its full Contract Demand for firm service under its Rate Schedule TF-1 (Small Customer) Service Agreement(s) for that day.

Fifth Revised Sheet No. 5-D Superseding Fourth Revised Sheet No. 5-D

STATEMENT OF RATES (Continued)

Effective Rates Applicable to Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 (Continued)

(Dollars per Dth)

Footnotes (Continued)

- (5) Rates for Rate Schedules TF-1, TF-2 and TFL-1 are also applicable to capacity release service except for short-term capacity release transactions for a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release, which are not subject to the stated Maximum Base Tariff Rate. (Section 22 of the General Terms and Conditions describes how bids for capacity release will be evaluated.) The reservation rate is the comparable volumetric bid reservation charge applicable to Replacement Shippers bidding for capacity released on a one-part volumetric bid basis.
- (6) For Rate Schedule TF-1 (Small Customer), the Maximum Base Tariff Rate is comprised of \$0.71277 for transmission costs and \$0.00878 for storage costs. Transporter will not schedule gas for delivery to a Small Customer subject to this Rate Schedule TF-1 under any transportation Service Agreement (excluding its Rate Schedule TF-2 Service Agreement at Plymouth held at the time of storage service unbundling in RP93-5) unless such Small Customer has scheduled its full Contract Demand for firm service under its Rate Schedule TF-1 (Small Customer) Service Agreement(s) for that day.
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- (8) Applicable to Rate Schedules TF-1, TF-2, TI-1, TFL-1 and TIL-1 pursuant to Section 15.5 of the General Terms and Conditions.
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Fourth Revised Sheet No. 227 Superseding Third Revised Sheet No. 227

GENERAL TERMS AND CONDITIONS (Continued)

- 14. OPERATING CONDITIONS (Continued)
 - (i) NAESB WGQ Nominations Related Standard 1.3.19 will apply.
 - (ii) Nominating Party/Shipper is responsible to ensure that the gas supply is available in sufficient quantity at the designated Receipt Points before the nominations are communicated to Transporter. Preceding the confirmation of nominations, Transporter has the right to verify the consistency of each nomination with Transporter's service agreements with Shipper(s), availability of capacity up and downstream of Transporter's system, and the availability of mainline capacity necessary to transport the gas. Transporter may reject nominations if such information cannot be verified. Transporter will notify Receiving Party and/or Nominating Party and/or Shipper of the quantity that Transporter can receive and deliver pursuant to the procedures in Section 14.4 below.
 - (iii) Nominating Party/Shipper is responsible for the accuracy of all nomination requests. Transporter will only receive nominations through Transporter's Designated Site. All nomination information, except volume data, is considered correct and confirmed by Nominating Party when it is communicated to Transporter.
 - (iv) Transporter shall not schedule gas for delivery to a Small Customer subject to Rate Schedule TF-1 under any transportation Service Agreement (excluding its Rate Schedule TF-2 Service Agreement at Plymouth held at the time of storage service unbundling in RP93-5) unless such Small Customer has scheduled its full Contract Demand for firm service under its Rate Schedule TF-1 (Small Customer) Service Agreement(s) for that day.



NORTHWEST PIPELINE LLC

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July 26, 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") tenders for filing and acceptance the following tariff sheets as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Third Revised Sheet No. 1 Fifth Revised Sheet No. 94 Seventh Revised Sheet No. 8 First Revised Sheet No. 97-F Seventeenth Revised Sheet No. 14 First Revised Sheet No. 97-H Third Revised Sheet No. 15 First Revised Sheet No. 97-I Fourth Revised Sheet No. 70 Fourth Revised Sheet No. 109 Fourth Revised Sheet No. 71 Seventh Revised Sheet No. 219-A Fourth Revised Sheet No. 72 Fourth Revised Sheet No. 222-A Third Revised Sheet No. 73 Fifth Revised Sheet No. 222-B Fifth Revised Sheet No. 74 Fourth Revised Sheet No. 231 Third Revised Sheet No. 75 First Revised Sheet No. 232-M Fifth Revised Sheet No. 83 Third Revised Sheet No. 300 Third Revised Sheet No. 84 Third Revised Sheet No. 310 Fifth Revised Sheet No. 85 Fourth Revised Sheet No. 337 Fifth Revised Sheet No. 91 Fourth Revised Sheet No. 338 Sixth Revised Sheet No. 92 Third Revised Sheet No. 339 Fourth Revised Sheet No. 93

Statement of Nature, Reasons and Basis for the Filing

The purpose of this filing is, in accordance with Part 154.602 of the regulations of the FERC, to propose changes to Northwest's Tariff to remove Rate Schedule LS-1, the associated Form of Rate Schedule LS-1 Service Agreement, and all references to Rate Schedule LS-1 from the

Tariff.

Starting in 2006, Northwest's customers began requesting conversion of Part 157 service under Rate Schedule LS-1 to Part 284 service under Rate Schedule LS-2F. Subpart F of Part 157 of the regulations grants certificate holders automatic authorization to permit existing customers, at the customer's request and subject to certain conditions, to convert from individually certificated transportation or storage service to Part 284 transportation or storage service, and abandon the Part 157 service. ¹

Northwest previously offered storage services under Part 157 of the Commissions regulations under Rate Schedule LS-1. Since conversion requests began in 2006, Northwest has filed these rate schedule conversions in its Annual Reports, as specified in Section 18 C.F.R. 157.217(b):

- Contract No. 100604 was converted in 2006 (filed April 30, 2007, Docket No. CP07-228)²
- Contract Nos. 100601, 100602 and 100607 were converted in 2007 (filed April 29, 2008, Docket No. CP08-204)³
- Contract No. 100603 was converted in 2014 (filed April 27, 2015, Docket No. CP15-266)⁴
- Contract Nos. 100605 and 100606 were converted in 2015 (filed April 25, 2016, Docket No. CP16-244)⁵

With the 2015 contract conversions, Northwest no longer has any Rate Schedule LS-1 contracts, and Northwest does not plan to execute anymore contracts under Rate Schedule LS-1. Future services of this type will be contracted under Rate Schedule LS-2F. All aspects of the LS-1 service are made available in Rate Schedule LS-2F and no services are being taken off the market for potential future customers. Because Rate Schedule LS-1 is no longer in use and with no plans for future use, Northwest is proposing to remove from its Tariff Rate Schedule LS-1, the associated Form of Rate Schedule LS-1 Service Agreement, and all references to Rate Schedule LS-1.

Filings Pending Before the Commission

In compliance with 18 CFR § 154.204(f), Northwest states that it has no other tariff filings

¹ 18 C.F.R. Section 157.217

² LS-1 Contract No. 100604 was converted to LS-2F Contract No. 100604

³ LS-1 Contract No. 100601 was converted to LS-2F Contract No. 100601;

LS-1 Contract No. 100602 was converted to LS-2F Contract No. 100602;

LS-1 Contract No. 100607 was converted to LS-2F Contract No. 100607

⁴ LS-1 Contract No. 100603 was converted to LS-2F Contract No. 140427

⁵ LS-1 Contract No. 100605 was converted to LS-2F Contract No. 140777;

LS-1 Contract No. 100606 was converted to LS-2F Contract No. 140975

pending before the Commission that may significantly impact this filing.

Effective Date and Waiver Request

Northwest hereby moves that the proposed Tariff sheets be made effective August 26, 2016, or at the end of any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Procedural Matters

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

- Proposed tariff sheets,
- Marked tariff sheets, 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:

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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; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

Laren Gertsch

Director, Rates and Tariffs

Enclosures

Third Revised Sheet No. 1 Superseding Second Revised Sheet No. 1

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Seventh Revised Sheet No. 8 Superseding Sixth Revised Sheet No. 8

RESERVED FOR STATEMENT OF RATE Effective Rates Applicable (Dollars p	CS (Continued) to Rate Schedule LS-1
Type of Rate	——————————————————————————————————————
Demand Charge (2) Capacity Demand Charge (2	0.02580 2) 0.00330
	0.90855 0.03386

Footnotes

- (1) Shippers receiving service under this rate schedule are required to furnish fuel reimbursement in-kind at the rate specified on Sheet No. 14.
- (2) Rates are daily rates computed on the basis of 365 days per year, except that rates for leap years are computed on the basis of 366 days.

STATEMENT OF FUEL USE REQUIREMENTS FACTORS FOR REIMBURSEMENT OF FUEL USE

Applicable to Transportation Service Rendered Under Rate Schedules Contained in this Tariff, Fifth Revised Volume No. 1

The rates set forth on Sheet Nos. 5, 6, 7, 8 and 8-A are exclusive of fuel use requirements. Shipper shall reimburse Transporter in-kind for its fuel use requirements in accordance with Section 14 of the General Terms and Conditions contained herein.

The fuel use reimbursement furnished by Shippers shall be as follows for the applicable Rate Schedules included in this Tariff:

Rate Schedules TF-1, TF-2, TI-1, and DEX-1	1.36%
Rate Schedule TF-1 - Evergreen Expansion	
Incremental Surcharge (1)	
Rate Schedule TFL-1	-
Rate Schedule TIL-1	_
Rate Schedules SGS-2F and SGS-2I	
Rate Schedules LS-1, LS-2F, LS-3F and LS-2I	
Liquefaction	
Vaporization	
Rate Schedule LD-4I	
Liquefaction	

The fuel use factors set forth above shall be calculated and adjusted as explained in Section 14 of the General Terms and Conditions. Fuel reimbursement quantities to be supplied by Shippers to Transporter shall be determined by applying the factors set forth above to the quantity of gas nominated for receipt by Transporter from Shipper for transportation, Jackson Prairie injection, Plymouth liquefaction, Plymouth vaporization, or for deferred exchange, as applicable.

Footnote

100011000

⁽¹⁾ In addition to the Rate Schedule TF-1 fuel use requirements factor, the Evergreen Expansion Incremental Surcharge will apply to the quantity of gas nominated for receipt at the Sumas, SIPI or Pacific Pool receipt points under Evergreen Expansion service agreements.

Third Revised Sheet No. 15 Superseding Second Revised Sheet No. 15

RATE SCHEDULES

INDEX

Rate Schedule	Description	Sheet No.
TF-1	Firm Transportation	16
TI-1	Interruptible Transportation	30
SGS-2F	Storage Gas Service - Firm	50
SGS-2I	Storage Gas Service - Interruptible	60
LS-1	Liquefaction-Storage Gas Service	70
LS-2F	Liquefaction-Storage Gas Service - Firm	80
LS-2I	Liquefaction-Storage Gas Service - Interruptible	90
LS-3F	Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm	97
LD-4I	Liquefaction-LNG Delivery Service - Interruptibl	.e 98
TF-2	Firm Redelivery Transportation	100
DEX-1	Deferred Exchange of Storage Gas	115
PAL	Park and Loan Service	125
TFL-1	Firm Lateral Transportation	135
TIL-1	Interruptible Lateral Transportation	150

Fourth Revised Sheet No. 70 Superseding Third Revised Sheet No. 70

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Cas Service

1. AVAILABILITY

This Rate Schedule is available only to those existing Shippers who (i) have contracted for Rate Schedule LS-1 liquefaction-storage service and have received authorization under Section 7(c) of the Natural Gas Act for the purchase of such service from Transporter when Shipper and Transporter have executed Service Agreements for service under this Rate Schedule, and (ii) have arranged for the related transportation of gas to and from the Plymouth LNG Facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to the liquefaction-storage gas service rendered by Transporter to Shipper under the Service Agreement for such service.

2.2 Service Components. Service under this Rate Schedule shall consist of the liquefaction and storage by Transporter for Shipper's account of gas transported to the Plymouth LNG Facility under a separate Service Agreement, the vaporization of such stored gas, and delivery to Shipper for transportation under a separate Service Agreement. Delivery of natural gas by Shipper to Transporter for liquefaction and by Transporter to Shipper upon vaporization shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.3 Character of Service. Storage service rendered to Shipper under this Rate Schedule, within the limitations described in the Service Agreement and this Rate Schedule, shall be firm and shall not be subject to curtailment or interruption except as expressly provided in the General Terms and Conditions.

Fourth Revised Sheet No. 71 Superseding Third Revised Sheet No. 71

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Gas Service (Continued)

3. RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amounts specified in this Section 3, as applicable.

3.1 Storage Service. The sum of (a) through (d) below:

- (a) The demand charge will be the sum of the daily product of Shipper's Storage Demand and the Demand Charge rate.
- (b) The capacity demand charge will be the sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge rate.
- (c) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction into Shipper's storage account (except as provided in Section 9 of this Rate Schedule) and the Liquefaction rate.
- (d) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization rate.
- The unit rates that are applicable to this Rate Schedule shall be those as set forth from time to time in the Statement of Rates of this Tariff.
- The related transportation of gas to and from the Plymouth LNG Facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth above in subparagraphs (a) through (d) are exclusive of the aforementioned charges.

4. MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall consist of the sum of the demand charge and the capacity demand charge specified in Section 3 of this Rate Schedule.

Fourth Revised Sheet No. 72 Superseding Substitute Third Revised Sheet No. 72

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Cas Service (Continued)

5. FUEL CAS REIMBURSEMENT

5.1 Fuel Gas Reimbursement. Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions upon liquefaction and vaporization of Shipper's gas.

5.2 Vaporization Fuel. Shipper's fuel reimbursement quantities for vaporization will not be supplied from Shipper's gas nominated for vaporization, but instead will be supplied from Shipper's Boil-off balance. Any amount of Shipper's fuel reimbursement quantities for vaporization that would reduce Shipper's Boil-off balance below zero will be reimbursed to Transporter in-kind within 30 days of Shipper's vaporization nomination, unless other arrangements are made between Transporter and Shipper.

6. DEFINITIONS

- 6.1 Storage Demand. The Storage Demand shall be the largest number of Dth Transporter is obligated to vaporize for and Shipper is entitled to receive from the Plymouth LNG Facility under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the Service Agreement between Transporter and Shipper.
- 6.2 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper.
- 6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.
- 6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.
- 6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

Third Revised Sheet No. 73 Superseding Second Revised Sheet No. 73

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Gas Service (Continued)

6. DEFINITIONS (Continued)

6.6 Annual Liquefaction Quantity. Shipper's Annual Liquefaction Quantity shall be the quantity of gas in Dth, up to Shipper's Storage Capacity, which Shipper desires to have liquefied and stored in liquid form by Transporter for Shipper's account during the Liquefaction Period, and shall be provided to Transporter in writing on or before April 1 of each year. In the event that Shipper does not submit an Annual Liquefaction Quantity by April 1, Shipper's Annual Liquefaction Quantity for the Liquefaction Period shall be the quantity difference between Shipper's Storage Capacity and Shipper's Storage Capacity Balance on April 1. Shipper upon 10 days written notice to Transporter may elect to change its Annual Liquefaction Quantity during the Liquefaction Period. Such change shall not reduce the Annual Liquefaction Quantity below Shipper's pro rata share of gas that has been liquefied at the time of the election change. A Shipper's pro rata share will be derived by multiplying (a) the quantity of gas liquefied to date to meet the Annual Liquefaction Quantities of all LS-1, LS-2F, and LS 21 Shippers by (b) the ratio of the Shipper's Annual Liquefaction Quantity to the total Annual Liquefaction Quantities for LS-1, LS-2F, and LS-2I Shippers prior to the election change.

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a Liquefaction Period, Shipper shall nominate for liquefaction and storage sufficient quantities of gas to fill Shipper's Annual Liquefaction Quantity. Such nominations shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Annual Liquefaction Quantity (except for the last day of liquefaction) unless a different nomination pattern is operationally feasible and mutually agreed upon by Transporter and Shipper. In addition, Transporter may schedule the Liquefaction Period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity.

The tender by Shipper to Transporter shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under a Service Agreement for liquefaction and storage.

If posted as available, Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper. Such liquefaction will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

Fifth Revised Sheet No. 74 Superseding Fourth Revised Sheet No. 74

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Cas Service (Continued)

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

- 8.1 General Procedure. When Shipper desires the vaporization of gas on any day during the Vaporization Period, it shall submit a nomination to Transporter, specifying the volume of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the volume of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.
- 8.2 Daily Vaporization in Excess of Shipper's Storage Demand. Shipper may submit a nomination for quantities in excess of Shipper's Storage Demand specified in the Service Agreement under this Rate Schedule and Transporter will schedule such excess in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.
- 8.3 Vaporization During a Liquefaction Period. If posted as available, Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

9. LNG BOIL-OFF

- 9.1 Calculation of LNC Boil-off. Shipper will be allocated a pro rata share of monthly LNC Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-1, LS-2F, LS-3F and LS-2I.
- 9.2 LNC Boil-off Balance. Shipper's allocated share of monthly LNC Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNC Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNC Facility under one of Transporter's transportation rate schedules. Nominations for the re-liquefaction of Boil-off will be subject to fuel use reimbursement. Such nominations will not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remains in effect.

Third Revised Sheet No. 75 Superseding Second Revised Sheet No. 75

RESERVED FOR FUTURE USE RATE SCHEDULE LS-1 Liquefaction-Storage Cas Service (Continued)

9. LNC BOIL-OFF (Continued)

9.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

10. EVERCREEN PROVISION

10.1 Grandfathered Unilateral Evergreen Provision. For Service Agreements under this Rate Schedule, the following grandfathered unilateral evergreen conditions will apply:

(a) The established rollover period will be one year, at Shipper's sole option.

(b) Shipper may terminate all or any portion of service under its Service Agreement either at the expiration of the primary term, or upon any anniversary thereafter, by giving written notice to Transporter so stating at least twelve months in advance.

(c) Shipper also will have the sole option to enter into a new Service Agreement for all or any portion of the service under its Service Agreement at or after the end of the primary term of its Service Agreement. It is Transporter's and Shipper's intent that this provision provide Shipper with a "contractual right to continue such service" and to provide Transporter with concurrent pregranted abandonment of any volume that Shipper terminates within the meaning of 18 CFR 284.221(d)(2)(i) as promulgated by Order No. 636 on May 8, 1992.

(d) The termination notice required under Section 10.1(b) will be deemed given when posted on Transporter's Designated Site.

11. CENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, are applicable to this Rate Schedule and are hereby made a part hereof.

Fifth Revised Sheet No. 83 Superseding Fourth Revised Sheet No. 83

RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

6. DEFINITIONS

- 6.1 Storage Demand. The Storage Demand shall be the largest number of Dth Transporter is obligated to vaporize for, and Shipper is entitled to receive from, the Plymouth LNG Facility under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.
- 6.2 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.
- 6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.
- 6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.
- 6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.
- Annual Liquefaction Quantity. Shipper's Annual Liquefaction Quantity shall be the quantity of gas in Dth, up to Shipper's Storage Capacity, which Shipper desires to have liquefied and stored in liquid form by Transporter for Shipper's account during the Liquefaction Period, and shall be provided to Transporter in writing on or before April 1 of each year. In the event that Shipper does not submit an Annual Liquefaction Quantity by April 1, Shipper's Annual Liquefaction Quantity for the Liquefaction Period shall be the quantity difference between Shipper's Storage Capacity and Shipper's Capacity balance on April 1. Shipper, upon 10 days written notice to Transporter, may elect to change its Annual Liquefaction Quantity during the Liquefaction Period. Such change shall not reduce the Annual Liquefaction Quantity below Shipper's pro rata share of gas that has been liquefied at the time of the election change. A Shipper's pro rata share will be derived by multiplying (a) the quantity of gas liquefied to date to meet the Annual Liquefaction Quantities of all $\frac{LS-1}{L}$ LS-2F, and LS-2I Shippers by (b) the ratio of the Shipper's Annual Liquefaction Quantity to the total

Third Revised Sheet No. 84 Superseding Second Revised Sheet No. 84

RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

6. DEFINITIONS (Continued)

Annual Liquefaction Quantities for $\frac{LS-1}{T}$ LS-2F, and LS-2I Shippers prior to the election change.

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a Liquefaction Period, Shipper shall nominate sufficient quantities of gas to fill Shipper's Annual Liquefaction Quantity. Such nominations shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Annual Liquefaction Quantity (except for the last day of liquefaction) unless a different nomination pattern is operationally feasible and mutually agreed upon by Transporter and Shipper. In addition, Transporter may schedule the Liquefaction Period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity.

Nominations shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under a Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper.

- 8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER
 - 8.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the quantity of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the quantity of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.
 - 8.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.

Fifth Revised Sheet No. 85 Superseding Fourth Revised Sheet No. 85

RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

- 8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)
 - 8.3 Daily Vaporization in Excess of Shipper's Storage Demand. Shipper may Nominate a quantity of gas in excess of Shipper's Storage Demand and Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Term and Conditions.
 - 8.4 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.
- 9. LNG BOIL-OFF
 - 9.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-1, LS-2F, LS-3F and LS-2I.
 - 9.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to fuel use reimbursement. Such nominations will not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remains in effect.
 - 9.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.
- 10. TRANSFER OF STORAGE CAPACITY BALANCE
 Shippers subject to this Rate Schedule and to Rate Schedule LS-2I may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which

Fifth Revised Sheet No. 91 Superseding Fourth Revised Sheet No. 91

RATE SCHEDULE LS-21 Liquefaction-Storage Gas Service - Interruptible (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4 Mandatory Vaporization. If storage capacity being utilized hereunder by Shipper is needed to meet Transporter's firm obligations under Rate Schedules LS-1, LS-2F or LS-3F Transporter shall require Shipper to, within seven days: (1) vaporize and withdraw all LS-2I volumes held in storage by Transporter for or on behalf of Shipper and (2) eliminate Shipper's Boil-off balance; provided, however, if Shipper has arranged for transportation of its gas from the Plymouth LNG Facility under a Rate Schedule TF-1 or TF-2 agreement and Transporter is unable to provide such related transportation, then such seven day period shall be extended by one day for each day Transporter is unable to render such transportation. Transporter shall not extend the seven day period if Transporter is unable to provide the related transportation under a Rate Schedule TI-1 agreement. If Shipper fails to vaporize and withdraw all of its LS-2I Storage Capacity Balance held in storage by Transporter for or on behalf of Shipper and eliminate its Boil-off balance within seven days upon receiving notice from Transporter, then Transporter shall take title to any such remaining LS-2I Storage Capacity Balance and Boil-off balance free and clear of any adverse claims.

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amounts specified in this Section 3, as applicable.

- 3.1 Storage Service. The sum of (a) through (c) below:
- (a) The volumetric charge will be the sum of the daily product of Shipper's Storage Capacity Balance and the Volumetric rate.
- (b) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction into Shipper's storage account (except as provided in Section 8 of this Rate Schedule) and the Liquefaction rate.
- (c) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization rate.

The unit rates that are applicable to this Rate Schedule shall be those as set forth from time to time in the Statement of Rates of this Tariff.

Sixth Revised Sheet No. 92 Superseding Fifth Revised Sheet No. 92

RATE SCHEDULE LS-21 Liquefaction-Storage Gas Service - Interruptible (Continued)

5. DEFINITIONS

- 5.1 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter may liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper.
- 5.2 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.
- 5.3 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.
- 5.4 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

Shipper may nominate gas for liquefaction and storage during the Liquefaction Period, specifying the volume of gas to be liquefied. Transporter will schedule the volume of gas so nominated subject to the limitations set forth in this Rate Schedule and subject to Transporter's obligations to provide firm storage services under Rate Schedules LS-1, LS-2F and LS-3F. In addition, Transporter may schedule the rate of liquefaction to fit system operating conditions.

Fourth Revised Sheet No. 93 Superseding Third Revised Sheet No. 93

RATE SCHEDULE LS-21 Liquefaction-Storage Gas Service - Interruptible (Continued)

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT (Continued)

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity.

The tender by Shipper to Transporter shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under a Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper, subject to Transporter's obligations to provide firm storage services under Rate Schedules LS-1, LS-2F and LS-3F.

- 7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER
 - 7.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the volume of gas. Transporter will schedule the volume of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule and subject to Transporter's obligations to provide firm storage service under Rate Schedules LS-1, LS-2F and LS-3F.

Fifth Revised Sheet No. 94 Superseding Fourth Revised Sheet No. 94

RATE SCHEDULE LS-21 Liquefaction-Storage Gas Service - Interruptible (Continued)

- 7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)
 - 7.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.
 - 7.3 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be subject to the priority of service and curtailment policy in Section 12 of the General Terms and Conditions.
- 8. LNG BOIL-OFF
 - 8.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-1, LS-2F, LS-3F and LS-2I.
 - 8.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to fuel use reimbursement. Such nominations will not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remains in effect.
 - 8.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

First Revised Sheet No. 97-F Superseding Original Sheet No. 97-F

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

9. LNG DELIVERIES FROM STORAGE (Continued)

- 9.2 Notice Required. The notice given by Shipper to Transporter for LNG deliveries shall be in accordance with the NAESB WGQ Nominations Related Standards; provided, however, that commencement of actual LNG delivery shall be determined by system operating conditions.
- 9.3 Warranty. Shipper warrants that all LNG delivered to Shipper under this Rate Schedule will at no time be exported outside of the United States.

10. TREATMENT OF LNG BOIL-OFF

- 10.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-1, LS-2F, LS-3F and LS-2I.
- 10.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to both the liquefaction charge and fuel use reimbursement.
- 10.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

11. TRANSFER OF STORAGE CAPACITY BALANCE

Shippers subject to this Rate Schedule may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Storage Capacity Balances may not result in any given Shipper taking title to inventory volumes that exceed such Shipper's Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

First Revised Sheet No. 97-H Superseding Original Sheet No. 97-H

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

12. EVERGREEN PROVISION (Continued)

- (a) The established rollover period will be:
 - (i) one month for a Service Agreement with a primary term of less than one year; or
 - (ii) one year for a Service Agreement with a primary term of one year or more.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:
 - (i) ten Business Days before the termination date if Section 12.3(a)(i) applies; or
 - (ii) one year before the termination date if Section 12.3(a)(ii) applies.
- (c) The termination notice required under Section 12.3(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

13. RATE SCHEDULES LS-1 AND LS-2F CONVERSIONS TO RATE SCHEDULE LS-3F.

13.1 LS-1 Conversion.

(a) A Rate Schedule LS-1 Shipper may permanently convert all of its LS-1 service to Rate Schedule LS-3F service by executing a Service Agreement under this Rate Schedule that supersedes, terminates and cancels Shipper's LS-1 Service Agreement.

Shipper's permanent conversion to Rate Schedule LS-3F service must be performed electronically using Transporter's Designated Site.

(b) Conversions from Rate Schedule LS-1 service to Rate Schedule LS-3F service must become effective on the first day of a future month designated by Shipper.

First Revised Sheet No. 97-I Superseding Original Sheet No. 97-I

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

- 13. RATE SCHEDULE LS-2F CONVERSION TO RATE SCHEDULE LS-3F.
- 13. RATE SCHEDULES LS-1 AND LS-2F CONVERSIONS TO RATE SCHEDULE LS-3F. (Continued)

13.2 LS-2F Conversion.

- 13.1(a)—A Rate Schedule LS-2F Shipper may permanently convert all or part of its LS-2F service to a Rate Schedule LS-3F Service Agreement. Shipper's permanent conversion to Rate Schedule LS-3F service must be performed electronically using Transporter's Designated Site.
- 13.2(b) The Storage Demand and Storage Capacity on the LS-3F Service Agreement must be maintained in the same proportion that exists on the converting Rate Schedule LS-2F Service Agreement.
- 13.3(e) At the time of conversion, a converting Rate Schedule LS-2F Shipper may transfer its related Storage Capacity Balance to the corresponding Rate Schedule LS-3F Service Agreement; provided, however, the quantity transferred cannot be more than the Storage Capacity being converted.
 - 13.4(d) Conversions from Rate Schedule LS-2F service to Rate Schedule LS-3F service must become effective on the first day of a future month designated by Shipper.
- 14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Fourth Revised Sheet No. 109 Superseding Third Revised Sheet No. 109

RATE SCHEDULE TF-2 Firm Redelivery Transportation (Continued)

- 10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS (Continued)
 - 10.2 Service Requests. Requests for service shall be made pursuant to the procedures contained in Section 28 of the General Terms and Conditions. Transporter shall be entitled to deny transportation service under this Rate Schedule if, in Transporter's sole discretion, Transporter does not have the capacity to provide the firm Redelivery Transportation services requested from any storage facility without adding mainline transmission facilities.
- 11. MAXIMUM DAILY DELIVERY OBLIGATIONS

Transporter shall not be obligated on any day to transport from the Plymouth LNG Facility a volume of gas for Shipper which, in conjunction with other services by Transporter for Shipper under any other firm rate schedule included in this Tariff, shall be in excess of the capacity of Transporter's facilities. Transporter shall aggregate the maximum daily delivery obligations, not to exceed Transportation Contract Demand, under all firm rate schedules included in this Tariff in determining the capacity of Transporter's facilities at delivery points to accommodate both transportation redeliveries of gas originating from the Plymouth LNG Facility and other firm services under all other firm rate schedules.

Transporter will preserve Shippers' historical conjunctive billing flexibility and will not degrade the redelivery transportation service related to Rate Schedule TF-2 services which originated from pre-existing conjunctive nomination rights under the bundled storage restructuring approved in Docket No. RP93-5-011.conversions of the redelivery component of Rate Schedule LS-1 services to this Rate Schedule TF-2.

12. FUEL GAS REIMBURSEMENT AND BTU BALANCING

Refer to Section 14 of the General Terms and Conditions.

13. SHIPPER'S ARRANGEMENTS PRIOR TO RECEIPT AND AFTER DELIVERY

Refer to Section 14 of the General Terms and Conditions.

Seventh Revised Sheet No. 219-A Superseding Sixth Revised Sheet No. 219-A

GENERAL TERMS AND CONDITIONS (Continued)

- 11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)
 - 11.8 Shipper Buy-Out of Firm Service Agreement. (Continued)

Transporter and Shipper, including any present value discount rate (should that be one of the components of the exit fee).

- (d) Requirements to Exercise. To exercise its right to buy out of its firm Service Agreement, Shipper must, as of the effective date of the buy-out, have:
 - i. no unpaid invoice amounts;
 - ii. a zero imbalance;
 - iii. no outstanding releases of capacity pursuant to Section 22 of this Tariff; and
 - iv. no outstanding facilities payment obligation pursuant to Exhibit C on the Service Agreement.
- (e) Agreement. The buy-out right negotiated between Transporter and Shipper will be stated on Exhibit E of Shipper's firm Service Agreement.
- 11.9 Conditional Service Agreement Extensions. In negotiating the extension of a firm Service Agreement pursuant to Section 11.7 of the General Terms and Conditions, Transporter and Shipper may mutually agree to give Shipper the option to subsequently reduce the length of such extension under certain conditions provided: (a) the Service Agreement contains a Standard Unilateral Evergreen Provision; (b) the primary term end date of the Service Agreement(s), is extended beyond the primary term end date or evergreen rollover period; (c) the extended Service Agreement(s) containing the option is contemplated to serve anticipated new infrastructure that will utilize Transporter's system; (d) the option to reduce the extension period must be based upon events specified in the Service Agreement related to the anticipated new infrastructure. Shipper's right to reduce the length of any extension pursuant to this provision is forfeited if the Shipper does not notify Transporter on or before the date specified in the Conditional Service Agreement Extension.
- 11.10 Conversion of Rate Schedule $\frac{LS-1}{LS-2F}$ Capacity. When a Shipper's Rate Schedule $\frac{LS-1}{LS-2F}$ Service Agreement has been revised to reflect a conversion of capacity, an Addendum to the Service Agreement will automatically be added to the Shipper's base $\frac{LS-1}{LS-2F}$ Service Agreement to reflect such conversion.

Fourth Revised Sheet No. 222-A Superseding Third Revised Sheet No. 222-A

GENERAL TERMS AND CONDITIONS (Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

capacity Nominations cannot be accommodated, available capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations. To the extent there is more storage capacity than there is injection and/or withdrawal capacity, Transporter will separately and subsequently allocate capacity for in-ground transfer requests using the methodologies herein.

After scheduling interruptible storage capacity, Nominations for injections/withdrawals for interruptible service under Rate Schedules DEX-1 (Deferred Exchange Quantities that exceed the Daily Delivery Quantity) and PAL will be scheduled. If all such injection and/or withdrawal Nominations cannot be accommodated, available capacity will be allocated pro rata based on otherwise acceptable and confirmable Nominations.

For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

12.4 Scheduling Priorities for Plymouth LNG Facilities

If Transporter determines that its operationally available liquefaction, vaporization and/or LNG delivery capacities at the Plymouth LNG Facility are insufficient to accommodate all otherwise acceptable new Nominations for services under Rate Schedules LS-1, LS-2F, LS-3F, LS-2I and LD-4I in any Nomination cycle, Transporter will schedule its operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for firm service under Rate Schedules LS-1, LS-2F and LS-3F will be scheduled. If all such Nominations cannot be accommodated, available liquefaction capacity and available LNG delivery capacity will be allocated pro rata based on Shipper's Storage Capacities and available vaporization capacity will be allocated based on Shipper's Storage Demand.

Fifth Revised Sheet No. 222-B Superseding Fourth Revised Sheet No. 222-B

GENERAL TERMS AND CONDITIONS (Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

- (b) Second, Nominations for interruptible service under Rate Schedules LS-2I and LD-4I, and Nominations for overrun service under Rate Schedules LS-1, LS-2F and LS-3F will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated according to the rates applicable to the service, from highest to lowest. For services at the same rates, any necessary allocations will be pro rata based on Nominations. For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.
- 12.5 Negotiated Rate Used to Establish Priority

For non-firm services subject to Negotiated Rates, the rate used for scheduling priorities will be:

- (1) the lower of the Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a stated rate;
- (2) the lower of the minimum Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a formula rate with a specified minimum; or
- (3) the corresponding minimum base rate set forth on the Statement of Rates, if the Negotiated Rate is a formula rate without a specified minimum.

12.6 Bumping

Previously Scheduled Quantities for interruptible, overrun or bestefforts, and park and loan services may be bumped in accordance with the following procedures:

(a) Transporter will give scheduling priority to Firm Nominations submitted during the evening Nomination, Intraday 1 and Intraday 2 Nomination Cycles over previously Scheduled Quantities for interruptible, overrun or best-efforts, and park and loan services. The elapsed-prorated-scheduled quantity process will apply to previously Scheduled Quantities bumped in the Intraday 1 and Intraday 2 Nomination Cycles.

Fourth Revised Sheet No. 231 Superseding Third Revised Sheet No. 231

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

14.12 Fuel Gas Reimbursement. NAESB WGQ Nominations Related Standards 1.3.15, 1.3.16 and 1.3.28 through 1.3.31 will apply.

In addition to the payments for transportation and storage, Shipper will reimburse Transporter for Shipper's pro rata share of gas used for fuel, including lost or gained and unaccounted-for gas, based on a fuel use requirements factor (Factor) as set forth on Sheet No. 14. The Factor for Rate Schedules TF-1, TF-2, TI-1 and DEX-1 (Transportation Rate Schedules) and the Factor(s) for Rate Schedules TFL-1 and TIL-1 (Lateral Rate Schedules) will be determined semiannually to become effective on April 1 and on October 1 of each year. A separate Factor will be determined for each Designated Lateral under the Lateral Rate Schedules. The Factor for Rate Schedules SGS-2F and SGS-2I, (Underground Storage Rate Schedules) and Rate Schedules LS-1, LS-2F, LS-3F, LS-2I and LD-4I (LNG Rate Schedules) will be determined annually to become effective on April 1 of each year. Fuel usage and lost or gained and unaccounted-for volumes incurred at the Jackson Prairie Storage Project attributable to system balancing requirements will be included in the Factor for the Transportation Rate Schedules. The Factor for the Transportation Rate Schedules and the Factor(s) for the Lateral Rate Schedules may also include a component for volumetric increases or decreases to Transporter's system occurring during the prior calendar year as described below. The Factors will be calculated as follows:

- (a) Projected fuel usage volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected fuel usage will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Rate Schedules for the upcoming twelve months beginning April 1.
- (b) Projected lost or gained and unaccounted-for volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected lost or gained and unaccounted-for volumes will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Rate Schedules for the upcoming twelve months beginning April 1.

First Revised Sheet No. 232-M Superseding Original Sheet No. 232-M

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

- 14.20 Liquefaction Charge True-Up Adjustment. A Plymouth LNG Facility Liquefaction Charge true-up adjustment for Rate Schedule LS-3F and LD-4I Shippers will be determined for the prior twelve months ending December 31 and will be billed/refunded on the subsequent March invoice.
 - (a) The true-up adjustment applicable to each Shipper's Service Agreement will be the difference between the actual Liquefaction Charge rate and the estimated Liquefaction Charge rate that was billed to the Shipper, multiplied by the Dths assessed the estimated Liquefaction Charge rate on Shipper's invoices during the prior calendar year.
 - (b) The actual Liquefaction Charge rate will be the liquefaction costs for the prior calendar year divided by the total Dths assessed the estimated Liquefaction Charge rate for LS-3F and LD-4I services during the prior calendar year. The liquefaction costs will be the total Plymouth LNG Facility power costs plus other variable liquefaction material costs incurred (e.g., chemicals) less those same costs associated with: (i) the vaporization service, and (ii) liquefaction services (i.e., Boil-off, liquefaction and general purpose) for Plymouth LNG Facility Rate Schedules LS-1, LS-2F and LS-2I.

For purposes of this calculation, the power costs associated with liquefaction nominations during the Liquefaction Period for Rate Schedules LS-1, LS-2F and LS-2I will be deemed to have been incurred in the months and order of April, October, May, September, June, July and August until the prior calendar year total liquefaction quantity during the Liquefaction Period for these Rate Schedules is met. Power costs associated with liquefaction nominations during the Vaporization Period for Rate Schedules LS-1, LS-2F and LS-2I will be deemed to have been incurred in the month(s) the liquefaction nominations are made.

(c) The estimated Liquefaction Charge rate will be based on the prior calendar year's actual Liquefaction Charge rate, adjusted for any significant forecasted changes, and will be updated and filed concurrently with Northwest's annual filing of the fuel reimbursement factor filing for the LNG Rate Schedules pursuant to Section 14.12 of the Tariff, to become effective on April 1 of each year.

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FORMS OF SERVICE AGREEMENT

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^{*} Applicable to all rate schedules.

Third Revised Sheet No. 310 Superseding Second Revised Sheet No. 310

ADDENDUM TO SERVICE AGREEMENT

Due to a conversion of Rate Schedule [LS-1] (or) [LS-2F] Capacity
[Dated] [Contract No("Agreement")] [Rate Schedule]
(To Be Added to the Shipper's Base LS-1 Service Agreement in the event such Shipper converts its Rate Schedule LS-1 Service Agreement to a Rate Schedule LS-2F or LS-3F Service Agreement)
Pursuant to 18 CFR Part 157.217, this Agreement is modified as follows:
Effective, Shipper has permanently converted all of the Storage Demand and Storage Capacity underpinning this Agreement to an [LS-2F] (or) [LS-3F] Service Agreement. Therefore, this Agreement is terminated. The new [LS-2F] (or) [LS-3F] Service Agreement number is
(To Be Added to the Shipper's Base LS-2F Service Agreement in the event such Shipper converts all or a portion of its Rate Schedule LS-2F Service Agreement to a Rate Schedule LS-3F Service Agreement)
Pursuant to Section 13.2 of Rate Schedule LS-3F, this Agreement is modified as follows:
Effective, Shipper has permanently converted [all] (or) [a portion] of the Storage Demand and Storage Capacity underpinning this Agreement to an LS-3F Service Agreement. Therefore, this Agreement is [terminated] (or) [modified to reflect the reduction of Storage Demand byDth/d and Storage Capacity byDth]. The new LS-3F Service Agreement number is

Fourth Revised Sheet No. 337 Superseding Third Revised Sheet No. 337

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE LS-1 SERVICE ACREEMENT

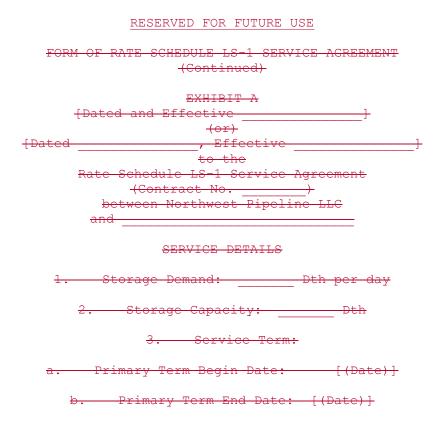
Rate Schedule LS-1 Service Agreement
Contract No.
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and (Shipper) is made and entered into or [.] (or) [and restates the Service Agreement made and entered into on]
WHEREAS:
A. [Insert recital describing how Shipper acquired storage capacity.]
3. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]
THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:
1. Tariff Incorporation. Rate Schedule LS-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-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.
2. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on a firm basis. The Storage Demand and Storage Capacity are set forth on Exhibit A.
3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the base rates set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to Rate Schedule LS-1.
1. Service Term. This Agreement becomes effective on the date first set forth above. The primary term begin date for the storage 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 through evergreen rollover periods thereafter, as established in Rate Schedule LS-1, until terminated in accordance with the notice requirements under the grandfathered unilateral evergreen provision in Rate Schedule LS-1.

Fourth Revised Sheet No. 338 Superseding Third Revised Sheet No. 338

RESERVED FOR FUTURE USE

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

(CONE	inuca)
Rate Schedule LS-1 Servi	ce Agreement (Continued)
5. Exhibit / Addendum to Service Agrattached hereto and incorporated as par Exhibits apply, as noted on Exhibit A t also are attached hereto and incorporat Addendum to Service Agreement has been 11.10 of the GT&C of the Tariff, it also as part of this Agreement.	t of this Agreement. If any other o this Agreement, then such Exhibits ed as part of this Agreement. If an generated pursuant to Section 11.5 or
6. Superseded Agreements. When this a cancels and terminates the following agagreement(s))] but the following Amendm Agreement which have been executed but superseded and are added to and become agreement: [None] (or) [List Amendments	reement(s): [None] (or) [(List ents and/or Addendum to Service are not yet effective are not an Amendment and/or Addendum to this
IN WITNESS WHEREOF, Transporter and Shi of the date first set forth above.	pper have executed this Agreement as
	Northwest Pipeline LLC
By:	Ву:
Name:	Name:



Third Revised Sheet No. 1 Superseding Second Revised Sheet No. 1

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Seventh Revised Sheet No. 8 Superseding Sixth Revised Sheet No. 8

Seventeenth Revised Sheet No. 14 Superseding Sixteenth Revised Sheet No. 14

STATEMENT OF FUEL USE REQUIREMENTS FACTORS FOR REIMBURSEMENT OF FUEL USE

Applicable to Transportation Service Rendered Under Rate Schedules Contained in this Tariff, Fifth Revised Volume No. 1

The rates set forth on Sheet Nos. 5, 6, 7, 8 and 8-A are exclusive of fuel use requirements. Shipper shall reimburse Transporter in-kind for its fuel use requirements in accordance with Section 14 of the General Terms and Conditions contained herein.

The fuel use reimbursement furnished by Shippers shall be as follows for the applicable Rate Schedules included in this Tariff:

Rate Schedules TF-1, TF-2, TI-1, and DEX-1	1.36%
Rate Schedule TF-1 - Evergreen Expansion	
Incremental Surcharge (1)	0.50%
Rate Schedule TFL-1	_
Rate Schedule TIL-1	_
Rate Schedules SGS-2F and SGS-2I	0.23%
Rate Schedules LS-2F, LS-3F and LS-2I	
Liquefaction	0.71%
Vaporization	0.34%
Rate Schedule LD-4I	
Liquefaction	0.71%

The fuel use factors set forth above shall be calculated and adjusted as explained in Section 14 of the General Terms and Conditions. Fuel reimbursement quantities to be supplied by Shippers to Transporter shall be determined by applying the factors set forth above to the quantity of gas nominated for receipt by Transporter from Shipper for transportation, Jackson Prairie injection, Plymouth liquefaction, Plymouth vaporization, or for deferred exchange, as applicable.

Footnote

⁽¹⁾ In addition to the Rate Schedule TF-1 fuel use requirements factor, the Evergreen Expansion Incremental Surcharge will apply to the quantity of gas nominated for receipt at the Sumas, SIPI or Pacific Pool receipt points under Evergreen Expansion service agreements.

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RATE SCHEDULES

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Third Revised Sheet No. 75 Superseding Second Revised Sheet No. 75

Fifth Revised Sheet No. 83 Superseding Fourth Revised Sheet No. 83

RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

6. DEFINITIONS

- 6.1 Storage Demand. The Storage Demand shall be the largest number of Dth Transporter is obligated to vaporize for, and Shipper is entitled to receive from, the Plymouth LNG Facility under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.
- 6.2 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.
- 6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.
- 6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.
- 6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.
- Annual Liquefaction Quantity. Shipper's Annual Liquefaction Quantity shall be the quantity of gas in Dth, up to Shipper's Storage Capacity, which Shipper desires to have liquefied and stored in liquid form by Transporter for Shipper's account during the Liquefaction Period, and shall be provided to Transporter in writing on or before April 1 of each year. In the event that Shipper does not submit an Annual Liquefaction Quantity by April 1, Shipper's Annual Liquefaction Quantity for the Liquefaction Period shall be the quantity difference between Shipper's Storage Capacity and Shipper's Capacity balance on April 1. Shipper, upon 10 days written notice to Transporter, may elect to change its Annual Liquefaction Quantity during the Liquefaction Period. Such change shall not reduce the Annual Liquefaction Quantity below Shipper's pro rata share of gas that has been liquefied at the time of the election change. A Shipper's pro rata share will be derived by multiplying (a) the quantity of gas liquefied to date to meet the Annual Liquefaction Quantities of all LS-2F and LS-2I Shippers by (b) the ratio of the Shipper's Annual Liquefaction Quantity to the total

Third Revised Sheet No. 84 Superseding Second Revised Sheet No. 84

RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

6. DEFINITIONS (Continued)

Annual Liquefaction Quantities for LS-2F and LS-2I Shippers prior to the election change.

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

During a Liquefaction Period, Shipper shall nominate sufficient quantities of gas to fill Shipper's Annual Liquefaction Quantity. Such nominations shall commence on April 1 and shall consist of uniform daily quantities equal to 1/200th of Shipper's Annual Liquefaction Quantity (except for the last day of liquefaction) unless a different nomination pattern is operationally feasible and mutually agreed upon by Transporter and Shipper. In addition, Transporter may schedule the Liquefaction Period and rate of liquefaction to fit system operating conditions.

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity.

Nominations shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under a Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper.

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

- 8.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the quantity of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the quantity of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.
- 8.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.

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RATE SCHEDULE LS-2F Liquefaction-Storage Gas Service - Firm (Continued)

- 8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)
 - 8.3 Daily Vaporization in Excess of Shipper's Storage Demand. Shipper may Nominate a quantity of gas in excess of Shipper's Storage Demand and Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Term and Conditions.
 - 8.4 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.
- 9. LNG BOIL-OFF
 - 9.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.
 - 9.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to fuel use reimbursement. Such nominations will not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remains in effect.
 - 9.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.
- 10. TRANSFER OF STORAGE CAPACITY BALANCE
 Shippers subject to this Rate Schedule and to Rate Schedule LS-2I may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which

Fifth Revised Sheet No. 91 Superseding Fourth Revised Sheet No. 91

RATE SCHEDULE LS-2I Liquefaction-Storage Gas Service - Interruptible (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4 Mandatory Vaporization. If storage capacity being utilized hereunder by Shipper is needed to meet Transporter's firm obligations under Rate Schedules LS-2F or LS-3F Transporter shall require Shipper to, within seven days: (1) vaporize and withdraw all LS-2I volumes held in storage by Transporter for or on behalf of Shipper and (2) eliminate Shipper's Boil-off balance; provided, however, if Shipper has arranged for transportation of its gas from the Plymouth LNG Facility under a Rate Schedule TF-1 or TF-2 agreement and Transporter is unable to provide such related transportation, then such seven day period shall be extended by one day for each day Transporter is unable to render such transportation. Transporter shall not extend the seven day period if Transporter is unable to provide the related transportation under a Rate Schedule TI-1 agreement. If Shipper fails to vaporize and withdraw all of its LS-2I Storage Capacity Balance held in storage by Transporter for or on behalf of Shipper and eliminate its Boil-off balance within seven days upon receiving notice from Transporter, then Transporter shall take title to any such remaining LS-2I Storage Capacity Balance and Boil-off balance free and clear of any adverse claims.

3. MONTHLY RATE

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the amounts specified in this Section 3, as applicable.

- 3.1 Storage Service. The sum of (a) through (c) below:
- (a) The volumetric charge will be the sum of the daily product of Shipper's Storage Capacity Balance and the Volumetric rate.
- (b) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction into Shipper's storage account (except as provided in Section 8 of this Rate Schedule) and the Liquefaction rate.
- (c) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization rate.

The unit rates that are applicable to this Rate Schedule shall be those as set forth from time to time in the Statement of Rates of this Tariff.

Sixth Revised Sheet No. 92 Superseding Fifth Revised Sheet No. 92

RATE SCHEDULE LS-2I Liquefaction-Storage Gas Service - Interruptible (Continued)

5. DEFINITIONS

- 5.1 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter may liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper.
- 5.2 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.
- 5.3 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.
- 5.4 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

Shipper may nominate gas for liquefaction and storage during the Liquefaction Period, specifying the volume of gas to be liquefied. Transporter will schedule the volume of gas so nominated subject to the limitations set forth in this Rate Schedule and subject to Transporter's obligations to provide firm storage services under Rate Schedules LS-2F and LS-3F. In addition, Transporter may schedule the rate of liquefaction to fit system operating conditions.

Fourth Revised Sheet No. 93 Superseding Third Revised Sheet No. 93

RATE SCHEDULE LS-21 Liquefaction-Storage Gas Service - Interruptible (Continued)

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT (Continued)

Transporter shall not be obligated to liquefy and store gas for Shipper in excess of Shipper's Storage Capacity.

The tender by Shipper to Transporter shall be made by Shipper scheduling such tendered volumes on any day as transportation volumes delivered under a Service Agreement for liquefaction and storage.

Shipper may nominate gas for liquefaction and storage during a Vaporization Period in replacement of gas vaporized during such Vaporization Period; provided, however, the liquefaction of such gas shall be at such times as may be agreed upon between Transporter and Shipper, subject to Transporter's obligations to provide firm storage services under Rate Schedules LS-2F and LS-3F.

- 7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER
 - 7.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the volume of gas. Transporter will schedule the volume of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule and subject to Transporter's obligations to provide firm storage service under Rate Schedules LS-2F and LS-3F.

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RATE SCHEDULE LS-2I Liquefaction-Storage Gas Service - Interruptible (Continued)

- 7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)
 - 7.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.
 - 7.3 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be subject to the priority of service and curtailment policy in Section 12 of the General Terms and Conditions.

8. LNG BOIL-OFF

- 8.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.
- 8.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to fuel use reimbursement. Such nominations will not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remains in effect.
- 8.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

First Revised Sheet No. 97-F Superseding Original Sheet No. 97-F

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

9. LNG DELIVERIES FROM STORAGE (Continued)

- 9.2 Notice Required. The notice given by Shipper to Transporter for LNG deliveries shall be in accordance with the NAESB WGQ Nominations Related Standards; provided, however, that commencement of actual LNG delivery shall be determined by system operating conditions.
- 9.3 Warranty. Shipper warrants that all LNG delivered to Shipper under this Rate Schedule will at no time be exported outside of the United States.

10. TREATMENT OF LNG BOIL-OFF

- 10.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.
- 10.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the reliquefaction of Boil-off will be subject to both the liquefaction charge and fuel use reimbursement.
- 10.3 LNG Boil-off Balance Tolerance. The sum of Shipper's Storage Capacity Balance and Shipper's Boil-off balance cannot exceed Shipper's Storage Capacity. Additional tolerances regarding the Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

11. TRANSFER OF STORAGE CAPACITY BALANCE

Shippers subject to this Rate Schedule may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Storage Capacity Balances may not result in any given Shipper taking title to inventory volumes that exceed such Shipper's Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

First Revised Sheet No. 97-H Superseding Original Sheet No. 97-H

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

12. EVERGREEN PROVISION (Continued)

- (a) The established rollover period will be:
 - (i) one month for a Service Agreement with a primary term of less than one year; or
 - (ii) one year for a Service Agreement with a primary term of one year or more.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:
 - (i) ten Business Days before the termination date if Section 12.3(a)(i) applies; or
 - (ii) one year before the termination date if Section 12.3(a)(ii) applies.
- (c) The termination notice required under Section 12.3(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

First Revised Sheet No. 97-I Superseding Original Sheet No. 97-I

RATE SCHEDULE LS-3F Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm (Continued)

- 13. RATE SCHEDULE LS-2F CONVERSION TO RATE SCHEDULE LS-3F.
 - 13.1A Rate Schedule LS-2F Shipper may permanently convert all or part of its LS-2F service to a Rate Schedule LS-3F Service Agreement. Shipper's permanent conversion to Rate Schedule LS-3F service must be performed electronically using Transporter's Designated Site.
 - 13.2 The Storage Demand and Storage Capacity on the LS-3F Service Agreement must be maintained in the same proportion that exists on the converting Rate Schedule LS-2F Service Agreement.
 - 13.3 At the time of conversion, a converting Rate Schedule LS-2F Shipper may transfer its related Storage Capacity Balance to the corresponding Rate Schedule LS-3F Service Agreement; provided, however, the quantity transferred cannot be more than the Storage Capacity being converted.
 - 13.4 Conversions from Rate Schedule LS-2F service to Rate Schedule LS-3F service must become effective on the first day of a future month designated by Shipper.
- 14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Fourth Revised Sheet No. 109 Superseding Third Revised Sheet No. 109

RATE SCHEDULE TF-2 Firm Redelivery Transportation (Continued)

- 10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS (Continued)
 - 10.2 Service Requests. Requests for service shall be made pursuant to the procedures contained in Section 28 of the General Terms and Conditions. Transporter shall be entitled to deny transportation service under this Rate Schedule if, in Transporter's sole discretion, Transporter does not have the capacity to provide the firm Redelivery Transportation services requested from any storage facility without adding mainline transmission facilities.
- 11. MAXIMUM DAILY DELIVERY OBLIGATIONS

Transporter shall not be obligated on any day to transport from the Plymouth LNG Facility a volume of gas for Shipper which, in conjunction with other services by Transporter for Shipper under any other firm rate schedule included in this Tariff, shall be in excess of the capacity of Transporter's facilities. Transporter shall aggregate the maximum daily delivery obligations, not to exceed Transportation Contract Demand, under all firm rate schedules included in this Tariff in determining the capacity of Transporter's facilities at delivery points to accommodate both transportation redeliveries of gas originating from the Plymouth LNG Facility and other firm services under all other firm rate schedules.

Transporter will preserve Shippers' historical conjunctive billing flexibility and will not degrade the redelivery transportation service related to Rate Schedule TF-2 services which originated from pre-existing conjunctive nomination rights under the bundled storage restructuring approved in Docket No. RP93-5-011.

12. FUEL GAS REIMBURSEMENT AND BTU BALANCING

Refer to Section 14 of the General Terms and Conditions.

13. SHIPPER'S ARRANGEMENTS PRIOR TO RECEIPT AND AFTER DELIVERY

Refer to Section 14 of the General Terms and Conditions.

Seventh Revised Sheet No. 219-A Superseding Sixth Revised Sheet No. 219-A

GENERAL TERMS AND CONDITIONS (Continued)

- 11. SERVICE AGREEMENT AND SERVICE CONDITIONS (Continued)
 - 11.8 Shipper Buy-Out of Firm Service Agreement. (Continued)

Transporter and Shipper, including any present value discount rate (should that be one of the components of the exit fee).

- (d) Requirements to Exercise. To exercise its right to buy out of its firm Service Agreement, Shipper must, as of the effective date of the buy-out, have:
 - i. no unpaid invoice amounts;
 - ii. a zero imbalance;
 - iii. no outstanding releases of capacity pursuant to Section 22 of this Tariff; and
 - iv. no outstanding facilities payment obligation pursuant
 to Exhibit C on the Service Agreement.
- (e) Agreement. The buy-out right negotiated between Transporter and Shipper will be stated on Exhibit E of Shipper's firm Service Agreement.
- 11.9 Conditional Service Agreement Extensions. In negotiating the extension of a firm Service Agreement pursuant to Section 11.7 of the General Terms and Conditions, Transporter and Shipper may mutually agree to give Shipper the option to subsequently reduce the length of such extension under certain conditions provided: (a) the Service Agreement contains a Standard Unilateral Evergreen Provision; (b) the primary term end date of the Service Agreement(s), is extended beyond the primary term end date or evergreen rollover period; (c) the extended Service Agreement(s) containing the option is contemplated to serve anticipated new infrastructure that will utilize Transporter's system; (d) the option to reduce the extension period must be based upon events specified in the Service Agreement related to the anticipated new infrastructure. Shipper's right to reduce the length of any extension pursuant to this provision is forfeited if the Shipper does not notify Transporter on or before the date specified in the Conditional Service Agreement Extension.
- 11.10 Conversion of Rate Schedule LS-2F Capacity. When a Shipper's Rate Schedule LS-2F Service Agreement has been revised to reflect a conversion of capacity, an Addendum to the Service Agreement will automatically be added to the Shipper's base LS-2F Service Agreement to reflect such conversion.

Fourth Revised Sheet No. 222-A Superseding Third Revised Sheet No. 222-A

GENERAL TERMS AND CONDITIONS (Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

capacity Nominations cannot be accommodated, available capacity will be allocated based on rate, highest to lowest. For services at the same rates, any necessary allocations of available capacity will be pro rata based on otherwise acceptable and confirmable Nominations. To the extent there is more storage capacity than there is injection and/or withdrawal capacity, Transporter will separately and subsequently allocate capacity for in-ground transfer requests using the methodologies herein.

After scheduling interruptible storage capacity, Nominations for injections/withdrawals for interruptible service under Rate Schedules DEX-1 (Deferred Exchange Quantities that exceed the Daily Delivery Quantity) and PAL will be scheduled. If all such injection and/or withdrawal Nominations cannot be accommodated, available capacity will be allocated pro rata based on otherwise acceptable and confirmable Nominations.

For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.

12.4 Scheduling Priorities for Plymouth LNG Facilities

If Transporter determines that its operationally available liquefaction, vaporization and/or LNG delivery capacities at the Plymouth LNG Facility are insufficient to accommodate all otherwise acceptable new Nominations for services under Rate Schedules LS-2F, LS-3F, LS-2I and LD-4I in any Nomination cycle, Transporter will schedule its operationally available capacity for Nominations that have not already been scheduled for a given Gas Day in accordance with the following priorities of service:

(a) First, Nominations for firm service under Rate Schedules LS-2F and LS-3F will be scheduled. If all such Nominations cannot be accommodated, available liquefaction capacity and available LNG delivery capacity will be allocated pro rata based on Shipper's Storage Capacities and available vaporization capacity will be allocated based on Shipper's Storage Demand.

Fifth Revised Sheet No. 222-B Superseding Fourth Revised Sheet No. 222-B

GENERAL TERMS AND CONDITIONS (Continued)

12. SCHEDULING PRIORITIES AND CURTAILMENT POLICY (Continued)

- (b) Second, Nominations for interruptible service under Rate Schedules LS-2I and LD-4I, and Nominations for overrun service under Rate Schedules LS-2F and LS-3F will be scheduled. If all such Nominations cannot be accommodated, available capacity will be allocated according to the rates applicable to the service, from highest to lowest. For services at the same rates, any necessary allocations will be pro rata based on Nominations. For services with Negotiated Rates, the rates used for scheduling priorities are delineated in Section 12.5.
- 12.5 Negotiated Rate Used to Establish Priority

For non-firm services subject to Negotiated Rates, the rate used for scheduling priorities will be:

- (1) the lower of the Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a stated rate;
- (2) the lower of the minimum Negotiated Rate or the corresponding Recourse Rate, if the Negotiated Rate is a formula rate with a specified minimum; or
- (3) the corresponding minimum base rate set forth on the Statement of Rates, if the Negotiated Rate is a formula rate without a specified minimum.

12.6 Bumping

Previously Scheduled Quantities for interruptible, overrun or bestefforts, and park and loan services may be bumped in accordance with the following procedures:

(a) Transporter will give scheduling priority to Firm Nominations submitted during the evening Nomination, Intraday 1 and Intraday 2 Nomination Cycles over previously Scheduled Quantities for interruptible, overrun or best-efforts, and park and loan services. The elapsed-prorated-scheduled quantity process will apply to previously Scheduled Quantities bumped in the Intraday 1 and Intraday 2 Nomination Cycles.

Fourth Revised Sheet No. 231 Superseding Third Revised Sheet No. 231

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

14.12 Fuel Gas Reimbursement. NAESB WGQ Nominations Related Standards 1.3.15, 1.3.16 and 1.3.28 through 1.3.31 will apply.

In addition to the payments for transportation and storage, Shipper will reimburse Transporter for Shipper's pro rata share of gas used for fuel, including lost or gained and unaccounted-for gas, based on a fuel use requirements factor (Factor) as set forth on Sheet No. 14. The Factor for Rate Schedules TF-1, TF-2, TI-1 and DEX-1 (Transportation Rate Schedules) and the Factor(s) for Rate Schedules TFL-1 and TIL-1 (Lateral Rate Schedules) will be determined semiannually to become effective on April 1 and on October 1 of each year. A separate Factor will be determined for each Designated Lateral under the Lateral Rate Schedules. The Factor for Rate Schedules SGS-2F and SGS-2I, (Underground Storage Rate Schedules) and Rate Schedules LS-2F, LS-3F, LS-2I and LD-4I (LNG Rate Schedules) will be determined annually to become effective on April 1 of each year. Fuel usage and lost or gained and unaccounted-for volumes incurred at the Jackson Prairie Storage Project attributable to system balancing requirements will be included in the Factor for the Transportation Rate Schedules. The Factor for the Transportation Rate Schedules and the Factor(s) for the Lateral Rate Schedules may also include a component for volumetric increases or decreases to Transporter's system occurring during the prior calendar year as described below. The Factors will be calculated as follows:

- (a) Projected fuel usage volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected fuel usage will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Rate Schedules for the upcoming twelve months beginning April 1.
- (b) Projected lost or gained and unaccounted-for volumes will be determined for services under the Transportation Rate Schedules and for services on each separate Designated Lateral under the Lateral Rate Schedules for the upcoming six months beginning April 1 or October 1. Projected lost or gained and unaccounted-for volumes will be determined for services under the Underground Storage Rate Schedules and for services under the LNG Rate Schedules for the upcoming twelve months beginning April 1.

First Revised Sheet No. 232-M Superseding Original Sheet No. 232-M

GENERAL TERMS AND CONDITIONS (Continued)

14. OPERATING CONDITIONS (Continued)

- 14.20 Liquefaction Charge True-Up Adjustment. A Plymouth LNG Facility Liquefaction Charge true-up adjustment for Rate Schedule LS-3F and LD-4I Shippers will be determined for the prior twelve months ending December 31 and will be billed/refunded on the subsequent March invoice.
 - (a) The true-up adjustment applicable to each Shipper's Service Agreement will be the difference between the actual Liquefaction Charge rate and the estimated Liquefaction Charge rate that was billed to the Shipper, multiplied by the Dths assessed the estimated Liquefaction Charge rate on Shipper's invoices during the prior calendar year.
 - (b) The actual Liquefaction Charge rate will be the liquefaction costs for the prior calendar year divided by the total Dths assessed the estimated Liquefaction Charge rate for LS-3F and LD-4I services during the prior calendar year. The liquefaction costs will be the total Plymouth LNG Facility power costs plus other variable liquefaction material costs incurred (e.g., chemicals) less those same costs associated with: (i) the vaporization service, and (ii) liquefaction services (i.e., Boil-off, liquefaction and general purpose) for Plymouth LNG Facility Rate Schedules LS-2F and LS-2I.

For purposes of this calculation, the power costs associated with liquefaction nominations during the Liquefaction Period for Rate Schedules LS-2F and LS-2I will be deemed to have been incurred in the months and order of April, October, May, September, June, July and August until the prior calendar year total liquefaction quantity during the Liquefaction Period for these Rate Schedules is met. Power costs associated with liquefaction nominations during the Vaporization Period for Rate Schedules LS-2F and LS-2I will be deemed to have been incurred in the month(s) the liquefaction nominations are made.

(c) The estimated Liquefaction Charge rate will be based on the prior calendar year's actual Liquefaction Charge rate, adjusted for any significant forecasted changes, and will be updated and filed concurrently with Northwest's annual filing of the fuel reimbursement factor filing for the LNG Rate Schedules pursuant to Section 14.12 of the Tariff, to become effective on April 1 of each year.

Third Revised Sheet No. 300 Superseding Second Revised Sheet No. 300

FORMS OF SERVICE AGREEMENT

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^{*} Applicable to all rate schedules.

Third Revised Sheet No. 310 Superseding Second Revised Sheet No. 310

ADDENDUM TO SERVICE AGREEMENT
Due to a conversion of Rate Schedule LS-2FCapacity
[Dated] [Contract No("Agreement")] [Rate Schedule]
(To Be Added to the Shipper's Base LS-2F Service Agreement in the event such Shipper converts all or a portion of its Rate Schedule LS-2F Service Agreement to a Rate Schedule LS-3F Service Agreement)
Pursuant to Section 13.2 of Rate Schedule LS-3F, this Agreement is modified as follows:
Effective, Shipper has permanently converted [all] (or) [a portion] of the Storage Demand and Storage Capacity underpinning this Agreement to an LS-3F Service Agreement. Therefore, this Agreement is [terminated] (or) [modified to reflect the reduction of Storage Demand by Dth/d and Storage Capacity by Dth]. The new LS-3F Service Agreement number is

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

Fourth Revised Sheet No. 337 Superseding Third Revised Sheet No. 337

RP16-1106 - Filed on July 26, 2016.

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

Fourth Revised Sheet No. 338 Superseding Third Revised Sheet No. 338

RESERVED FOR FUTURE USE

RP16-1106 - Filed on July 26, 2016.

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

Third Revised Sheet No. 339 Superseding Second Revised Sheet No. 339

RESERVED FOR FUTURE USE



NORTHWEST PIPELINE LLC

P.O. Box 58900 Salt Lake City, UT 84158-0900 Phone: (801) 584-7200 FAX: (801) 584-7764

July 26, 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") tenders for filing and acceptance the following tariff sheets as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Fourth Revised Sheet No. 208 Fourth Revised Sheet No. 209

Statement of Nature, Reasons and Basis for the Filing

The purpose of this filing is to propose changes to the process of correcting measurement adjustments from a daily basis to adjustments over the identified inaccuracy period in Northwest's Tariff. Any measurement inaccuracies during the period will be included if the Tariff thresholds are met.

Currently, Sections 4.8 (Adjustment of Inaccuracies), and 4.9 (Correction of Volume Calculation Error) of the General Terms and Conditions ("GT&C") of Northwest's Tariff set forth the tolerance thresholds for when a measurement inaccuracy or error will be adjusted. The tariff language specifies that an adjustment will be processed when all of the following criteria are met: 1) a volume inaccuracy exceeding two percent is discovered, 2) the daily volume inaccuracy is greater than or equal to two percent ("Daily Threshold"), and 3) the monthly total adjustment is greater than 100 dekatherms.

A review of Northwest's current business practice indicates that the software currently used by Northwest processes corrections for measurement inaccuracies on a monthly basis, meaning that individual days that do not meet the Daily Thresholds are not excluded from the measurement correction. Northwest uses software licensed from a third-party developer to collect and monitor scheduled quantities. Northwest conducted discussions with its third-party software provider who

Ms. Kimberly D. Bose July 26, 2016 Page 2 of 3

revealed that the software is not currently able to process adjustments based on daily threshold limits to correct measurement inaccuracies. Instead, the software calculates and applies the correcting adjustments on a monthly basis. The software provider indicated that extensive and expensive programming would be necessary to accommodate the "daily adjustments" and it has no plans to implement such programming in the foreseeable future. Accordingly, Northwest is proposing to remove the Daily Threshold requirement and allow adjustments to be made over the identified period if the total adjustment is two percent or higher and is greater than 100 dekatherms. This change in methodology is consistent with the methodology utilized by many companies subject to FERC jurisdiction.

Filings Pending Before the Commission

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

Effective Date and Waiver Request

Northwest hereby moves that the proposed Tariff sheets be made effective August 26, 2016, or at the end of any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Procedural Matters

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

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

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¹ If an error period begins or ends on a partial month, the software will still apply the correction to the entire month; however, days within the month that were before or after the error period that were not inaccurately measured will remain unchanged. For example, if Northwest corrected an error on March 15th after discovering that a pipe diameter was incorrectly entered on the last calibration three months earlier on January 15th, the software would apply the correct pipe diameter to every day for January through March. Because the days before January 15th and after March 15th were already correctly stated, the diameter will remain unchanged for those days, despite the correction being applied to the entire month.

² The third-party measurement software used by Northwest to collect and monitor scheduled quantities is widely used in the industry.

Ms. Kimberly D. Bose July 26, 2016 Page 3 of 3

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; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

Laren Gertsch

Director, Rates and Tariffs

Enclosures

Fourth Revised Sheet No. 208 Superseding Second Revised Sheet No. 208

GENERAL TERMS AND CONDITIONS (Continued)

4. MEASUREMENT OF GAS (Continued)

exercise care in the installation, maintenance and operation of check measuring, pressure regulating equipment or gas compressors so as to prevent any inaccuracy in the determination of the quantity or quality of gas being measured. If unacceptable square root error or gauge line error shifts occur, the installation of pulsation filters may be required by Northwest. The party responsible for the source of any pulsation shall also be responsible for the installation cost of remedial devices or filtering equipment to reduce or eliminate such pulsation. If disagreements over pulsation arise, a third-party consultant acceptable to both Transporter and Shipper will be consulted to resolve the problem.

4.8 Adjustment of Inaccuracies. NAESB WGQ Flowing Gas Related Standards 2.3.13 and 2.3.14 will apply.

If the percentage of inaccuracy upon any test shall be an amount $\frac{\text{exceeding of}}{\text{exceeding of}}$ two $\frac{\text{percent}}{\text{percent or higher}}$, the registration of such meter shall be corrected at the rate of such inaccuracy for any period which is definitely known or agreed upon. In the event the period is not definitely known or agreed upon, such correction shall be for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration. In no event shall inaccuracies of less than $\frac{\text{two (2)}}{\text{percent daily or }}$ 100 Dth over the period $\frac{\text{monthly}}{\text{monthly}}$ be corrected.

Following any test, measurement equipment found inaccurate shall be immediately restored by the operating party as closely as possible to a condition of accuracy. If the measurement equipment is out of service or out of repair for any reason so that the amount of gas delivered cannot be estimated or computed from the reading thereof, the amount of gas delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Transporter and Receiving Party upon the basis of the best data available using the first of the following methods which is feasible:

- (a) by using the registration of the other party's check meter if installed and accurately registering; or
- (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or

Fourth Revised Sheet No. 209 Superseding Second Revised Sheet No. 209

GENERAL TERMS AND CONDITIONS (Continued)

- 4. MEASUREMENT OF GAS (Continued)
 - (c) by estimating the quantity of deliveries by comparison with deliveries during preceding periods under similar conditions when the meter was registering accurately.
 - 4.9 Correction of Volume Calculation Error. If, upon inspection and verification, any volume calculation error shall result in a daily volume inaccuracy exceedingof two (2) percent or higher, then the inaccuracy shall be corrected to zero error following verification by Transporter and Shipper, however, in no event shall inaccuracies less than two (2) percent daily or 100 Dth over the period monthly be corrected.
 - 4.10 Prior Period Adjustments. NAESB WGQ Flowing Gas Related Standards 2.3.11 and 2.3.12 will apply.
 - 4.11 Records Preservation. Each party shall preserve all test and measurement data, charts or similar records for a period of at least one (1) year or such other periods as shall be required under Part 225 of the Commission's regulations or the lawful requirements of any other governmental body, Federal or State, prescribing longer retention periods for any category of record.

Fourth Revised Sheet No. 208 Superseding Second Revised Sheet No. 208

GENERAL TERMS AND CONDITIONS (Continued)

4. MEASUREMENT OF GAS (Continued)

exercise care in the installation, maintenance and operation of check measuring, pressure regulating equipment or gas compressors so as to prevent any inaccuracy in the determination of the quantity or quality of gas being measured. If unacceptable square root error or gauge line error shifts occur, the installation of pulsation filters may be required by Northwest. The party responsible for the source of any pulsation shall also be responsible for the installation cost of remedial devices or filtering equipment to reduce or eliminate such pulsation. If disagreements over pulsation arise, a third-party consultant acceptable to both Transporter and Shipper will be consulted to resolve the problem.

4.8 Adjustment of Inaccuracies. NAESB WGQ Flowing Gas Related Standards 2.3.13 and 2.3.14 will apply.

If the percentage of inaccuracy upon any test shall be an amount of two (2) percent or higher, the registration of such meter shall be corrected at the rate of such inaccuracy for any period which is definitely known or agreed upon. In the event the period is not definitely known or agreed upon, such correction shall be for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration. In no event shall inaccuracies of less than 100 Dth over the period be corrected.

Following any test, measurement equipment found inaccurate shall be immediately restored by the operating party as closely as possible to a condition of accuracy. If the measurement equipment is out of service or out of repair for any reason so that the amount of gas delivered cannot be estimated or computed from the reading thereof, the amount of gas delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Transporter and Receiving Party upon the basis of the best data available using the first of the following methods which is feasible:

- (a) by using the registration of the other party's check meter if installed and accurately registering; or
- (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or

Fourth Revised Sheet No. 209 Superseding Second Revised Sheet No. 209

GENERAL TERMS AND CONDITIONS (Continued)

- 4. MEASUREMENT OF GAS (Continued)
 - (c) by estimating the quantity of deliveries by comparison with deliveries during preceding periods under similar conditions when the meter was registering accurately.
 - 4.9 Correction of Volume Calculation Error. If, upon inspection and verification, any volume calculation error shall result in a volume inaccuracy of two (2) percent or higher, then the inaccuracy shall be corrected to zero error following verification by Transporter and Shipper, however, in no event shall inaccuracies less than 100 Dth over the period be corrected.
 - 4.10 Prior Period Adjustments. NAESB WGQ Flowing Gas Related Standards 2.3.11 and 2.3.12 will apply.
 - 4.11 Records Preservation. Each party shall preserve all test and measurement data, charts or similar records for a period of at least one (1) year or such other periods as shall be required under Part 225 of the Commission's regulations or the lawful requirements of any other governmental body, Federal or State, prescribing longer retention periods for any category of record.



NORTHWEST PIPELINE LLC

P.O. Box 58900 Salt Lake City, UT 84158-0900 Phone: (801) 584-7200 FAX: (801) 584-7764

July 26, 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") tenders for filing and acceptance the following tariff sheet as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Title Sheet

Statement of Nature, Reasons and Basis for the Filing

The purpose of this filing is to propose changes to Northwest's Tariff to update the name and contact information of the person to whom communications concerning the tariff should be sent.

Northwest recently had a personnel change with Laren Gertsch replacing David J. Madsen as the tariff contact person. In compliance with 18 CFR § 154.102(d)(2), Northwest now proposes to update its Tariff Title sheet with Laren Gertsch's name and contact information.

Filings Pending Before the Commission

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

Effective Date and Waiver Request

Northwest hereby moves that the proposed Tariff sheet be made effective August 26, 2016, 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.

Ms. Kimberly D. Bose July 26, 2016 Page 2 of 2

Procedural Matters

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

- Proposed tariff sheet,
- Marked tariff sheet, 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

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(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; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

Laren Gertsch

Director, Rates and Tariffs

Enclosures

RP16-1108 - Filed on July 26, 2016.

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

FERC GAS TARIFF

FIFTH REVISED VOLUME NO. 1

(Superseding Fourth Revised Volume No. 1)

Of

NORTHWEST PIPELINE LLC

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be sent to:

Laren GertschDavid J. Madsen, Director, Rates & Tariffs
Northwest Pipeline LLC
295 Chipeta Way
Salt Lake City, Utah 84108
P.O. Box 58900
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