



**NORTHWEST PIPELINE LLC**  
P.O. Box 58900  
Salt Lake City, UT 84158-0900  
Phone: (801) 584-6864  
FAX: (801) 584-7764

March 12, 2019

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

**Re: Northwest Pipeline LLC**  
Docket No. RP19-\_\_\_\_\_

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 of the tariff sheets listed in the Appendix, as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”).

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

Northwest proposes to make the following miscellaneous and housekeeping Tariff changes:

1. Index-Based Discount Rate Language. Consistent with prior Commission orders allowing pipelines to establish discounted rates based on published index prices,<sup>1</sup> Northwest is proposing to expand the rate discounting options currently listed in its Tariff to add index-based, discounted rates as an additional type of discounting option. Using index prices to determine discounted transportation rates would result in market-sensitive rates that encourage competition, while allowing shippers to easily engage in hedging programs and gas supply cost management. The discounted rates sections will allow index-based discounted rates to be determined using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the maximum base Tariff rates. Northwest proposes to include the index-based discount language on all rate schedules, excluding DEX-1.

See Sheet Nos. 19-A, 32, 51, 62, 82, 91-A, 97-B, 97-C, 98-A, 102, 127, 137-A, and 151.

---

<sup>1</sup> See *Northern Natural Gas Company*, 105 F.E.R.C. ¶ 61,299 (2003); *Panhandle Eastern Pipeline Company, LLC*, 106 F.E.R.C. ¶ 61,194 (2004); *Kern River Gas Transmission Company*, Letter order dated April 22, 2004, in Docket No. RP04-235-000.

2. Gas Quality Ranking Language. Northwest proposes to remove the language in General Terms and Conditions (“GT&C”) Section 3.5 regarding the ranking of gas which does not meet quality specifications (“Off-Spec Gas”) among receipt point operators when Northwest, in its reasonable judgment, could accept some, but not all, of the gas that does not meet the Tariff gas quality specifications. The ranking language was added to Northwest’s Tariff through filings initiated in 1995 and was adopted to address a specific problem. At the time, multiple producers had no or limited treating capacity, which resulted in multiple receipt points being out of spec at the same time.<sup>2</sup> With deliveries of Off-Spec Gas from multiple receipt points simultaneously, the ranking procedures were devised as a means of rationing Northwest’s ability to accept Off-Spec Gas between multiple shippers.<sup>3</sup> In 2010, Northwest changed the Tariff language in GT&C Section 3.5 to limit Shippers’ ability to deliver Off-Spec Gas to only those situations where the Off-Spec Gas is due to unplanned upstream events, like plant upsets, and occurs on a short-term basis.<sup>4</sup> This new limitation means that the conditions under which Off-Spec Gas will be accepted on a short-term basis will be specific to each individual receipt point, and Northwest will likely not be accepting Off-Spec Gas from multiple receipt points simultaneously. Northwest’s operating experience since the Tariff change in 2010 demonstrates that these ranking provisions are no longer applicable, as Northwest has not had to enact the ranking procedures for more than ten years.

*See* Sheet Nos. 205-A and 205-B

3. Negotiated Rate Option Fee Evaluation Language. Northwest is proposing to add language describing how negotiated rates that include an option fee will be calculated for the purposes of (1) determining scheduling priorities pursuant to Section 12 of the GT&C and (2) evaluating available capacity bids pursuant to Section 25 of the GT&C. This language is consistent with language previously approved by the Commission.<sup>5</sup>

*See* Sheet No. 245

4. Housekeeping Changes. The following changes are being made to provide consistency and clarification.

- A. Update Footnote 9 on the Statement of Rates. Northwest proposes to change the current language which reads, “Unauthorized Overrun Charge,” to “General

---

<sup>2</sup> *See Northwest Pipeline Co.*, 74 F.E.R.C. ¶ 61,256 (1996).

<sup>3</sup> *Id.*

<sup>4</sup> *See* Tariff Filing submitted by Northwest Pipeline GP dated January 22, 2010, in Docket No. RP10-329-000; Letter order in the same docket dated February 17, 2010.

<sup>5</sup> *See Koch Gateway Pipeline Company*, 76 F.E.R.C. ¶ 61,227 (1996).

System Unauthorized Daily Overrun Charge” in order to match the description given on Sheet No. 5-A.

*See* Sheet No. 5-D

- B. Docket No. RP12-490 Liquefaction Charge Waiver Language. In Docket No. RP13-589, the Commission approved Northwest’s proposal to add language to its Tariff that stated the Plymouth LNG Rate Schedule LS-1, LS-2F and LS-2I nominations to re-liquefy boil-off volumes would not be subject to the liquefaction charge so long as the settlement approved in Docket No. RP12-490 remained in effect.<sup>6</sup> Docket No. RP12-490 was superseded when the Commission approved Northwest’s Docket No. RP17-346 settlement.<sup>7</sup> Therefore, Northwest is proposing to eliminate this language.

*See* Sheet No. 85 and 94

- C. Negotiated Rate Provisions. The current language for the negotiated rate provisions on Exhibit D of TF-1 and TFL-1 Form of Rate Schedule Service Agreements allows for periods of “years” and “months” to be used to describe the effective period of the negotiated rate provisions. Northwest proposes to allow for a period of “days” in addition to the current options.

*See* Sheet Nos. 306 and 380

- D. LS-2F & LS-3F Reference Update. Northwest proposes to revise the description on the LS-2F & LS-3F Form of Rate Schedule Service Agreements which refers to “Transportation service” by updating the language to a more accurate description of “Storage service.”

*See* Sheet Nos. 341 and 349-J

- E. Tariff Sheet Title Correction. In Docket No. RP16-1106, the Commission approved the removal of Rate Schedule LS-1 and all of its references in Northwest’s Tariff.<sup>8</sup> As part of that filing, Northwest reserved for future use the Tariff sheets associated with the removal of the rate schedule and the associated form of service agreement. However, Northwest inadvertently failed to update the metadata descriptions for the “Tariff Record Title” that display in the eTariff Viewer on the Commission’s

---

<sup>6</sup> *See* Letter Order dated March 27, 2013.

<sup>7</sup> *See Northwest Pipeline LLC*, 160 F.E.R.C. ¶ 61,008 (2017).

<sup>8</sup> *See* Letter Order dated August 18, 2016.

website. These descriptions still contain references to the discontinued LS-1 service.

*See* Sheet Nos. 8, 70, 71, 72, 73, 74, 75, 310, 337, 338 and 339

The word “Liquefaction” in the metadata description is misspelled.

*See* Sheet Nos. 84, 92, and 93

To avoid confusion when viewing the Tariff in the eTariff Viewer, Northwest proposes to correct these metadata descriptions. No changes are being proposed to the language of the Tariff sheets including sheets Nos. 84 and 92, which have redlined text due to pagination edits.

- F. Pagination Changes. No changes are being proposed to the text of sheets referenced immediately below. These sheets are included due to spacing needs of the proposed Tariff changes in this filing.

*See* Sheet Nos. 83, 86, 87, 98-B, 98-C, and 246

### ***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 April 12, 2019, 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,
- Transmittal letter, and
- Appendix

Ms. Kimberly D. Bose  
March 12, 2019  
Page 5 of 5

***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:

David J. Madsen  
Director, Business Development and  
Regulatory Affairs  
(801) 584-6864  
Northwest Pipeline LLC  
P.O. Box 58900  
Salt Lake City, Utah 84158-0900  
dave.madsen@williams.com

Stewart J. Merrick  
Managing 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**

***David J. Madsen***  
Director, Business Development &  
Regulatory Affairs

Enclosures

# Appendix

Eighth Revised Sheet No. 5-D  
Eighth Revised Sheet No. 8  
Third Revised Sheet No. 19-A  
Third Revised Sheet No. 32  
Fourth Revised Sheet No. 51  
Fourth Revised Sheet No. 62  
Fifth Revised Sheet No. 70  
Fifth Revised Sheet No. 71  
Fifth Revised Sheet No. 72  
Fourth Revised Sheet No. 73  
Sixth Revised Sheet No. 74  
Fourth Revised Sheet No. 75  
Fifth Revised Sheet No. 82  
Sixth Revised Sheet No. 83  
Fourth Revised Sheet No. 84  
Sixth Revised Sheet No. 85  
Third Revised Sheet No. 86  
Fourth Revised Sheet No. 87  
Fifth Revised Sheet No. 91-A  
Seventh Revised Sheet No. 92  
Fifth Revised Sheet No. 93  
Sixth Revised Sheet No. 94

First Revised Sheet No. 97-B  
First Revised Sheet No. 97-C  
First Revised Sheet No. 98-A  
First Revised Sheet No. 98-B  
First Revised Sheet No. 98-C  
Third Revised Sheet No. 102  
Third Revised Sheet No. 127  
Fourth Revised Sheet No. 137-A  
Fourth Revised Sheet No. 151  
Second Revised Sheet No. 205-A  
Fourth Revised Sheet No. 205-B  
Fourth Revised Sheet No. 245  
Second Revised Sheet No. 246  
Fourth Revised Sheet No. 306  
Fourth Revised Sheet No. 310  
Fifth Revised Sheet No. 337  
Fifth Revised Sheet No. 338  
Fourth Revised Sheet No. 339  
Fourth Revised Sheet No. 341  
Second Revised Sheet No. 349-J  
Fourth Revised Sheet No. 380

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 \$0.68529 for transmission costs and \$0.00898 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.
- (7) Rate Schedule TI-1 maximum base tariff volumetric rate is comprised of \$0.39403 for transmission costs and \$0.00462 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 General System Unauthorized Daily 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."

RESERVED FOR FUTURE USE



RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

3.5 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the minimum base rates set forth on ~~the Statement of Rates in Sheet No. 5 of~~ this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) If Transporter elects to grant a temporary discount, it will do so without amending Shipper's Service Agreement. The temporary discount will be electronically granted using the Rate Schedule TI-1 Temporary Discount form available in Northwest Passage on Transporter's Designated Site. Shipper's electronic completion of the Temporary Discount form constitutes agreement by the Shipper to the discount and Transporter's electronic acceptance constitutes Transporter's granting of the discount.

(c) In completing the electronic Temporary Discount form, Shipper may select an option which will automatically increase (by a stated dollar increment per dth) the granted rate up to the rate that will increase the likelihood of such quantities being scheduled pursuant to Section 12 of the General Terms and Conditions.

(d) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

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

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) and (b) below:

(a) The demand charge will be the sum of the daily product of Shipper's Storage Demand and the Demand Charge rate stated on the Statement of Rates in Sheet No. 7 of this Tariff that applies to the customer category identified in the Service Agreement.

(b) The capacity demand charge is the sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge rate stated on the Statement of Rates in Sheet No. 7 of this Tariff that applies to the customer category identified in the Service Agreement.

The related transportation of gas to and from the Jackson Prairie storage facility shall be subject to separate transportation charges under applicable open-access Rate Schedules. The rates set forth in the sub-paragraphs above are exclusive of the aforementioned transportation charges.

3.2 Discounted Recourse Rates.

~~(a)~~ Transporter reserves the right to (a) discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in Sheet No. 7 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

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

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the ~~Recourse Rates~~ for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in Sheet No. 7 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas, such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

4. FUEL GAS REIMBURSEMENT

Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions.

5. DEFINITIONS

5.1 Shipper's Interruptible Storage Capacity shall be the maximum quantity of gas in Dth which Transporter may store for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper.

5.2 Shipper's Working Gas Inventory shall be the actual quantity of working gas in storage for Shipper's account at the beginning of any given day.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE



RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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

3. MONTHLY RATE (Continued)

3.3 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the ~~Recourse Rates~~ for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base ~~rates~~ set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.5 Transportation Charges. 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 in sub-paragraphs 3.1 through 3.4 are exclusive of the aforementioned transportation charges.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the demand charge and the capacity demand charge specified in Section 3 of this Rate Schedule.

5. FUEL GAS 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.~~

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

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. 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.

~~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 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~~

RATE SCHEDULE LS-2F  
Liquefaction-Storage Gas Service - Firm  
(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 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 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.~~



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

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

~~(Continued)~~

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 to the limitations set forth in this Rate Schedule.

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 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.~~

~~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~~

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

9. LNG 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. TRANSFER OF STORAGE CAPACITY BALANCE ~~(Continued)~~

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 such transfer will occur. Transfers of Storage Capacity Balances may not result in any given Shipper taking title to inventory 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.

11. EVERGREEN PROVISION

11.1 Five Year Notice Unilateral Evergreen Provision. If Transporter and Shipper agree to include a five year notice unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

- (a) The established rollover period will be one year.
- (b) 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 written notice to Transporter so stating at least five years before the termination date.
- (c) The termination notice required under Section 11.1(b) will be deemed given when posted on Transporter's Designated Site.

11.2 One Year Notice Unilateral Evergreen Provision. For a Service Agreement that has a primary term of at least 15 years, Transporter and Shipper may agree to include a one year notice unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, in which case the following conditions will apply:

- (a) The established rollover period will be one year.
- ~~(b) 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 written notice to~~

~~Transporter so stating at least one year before the termination date.~~

~~(c) The termination notice required under Section 11.2(b) will be deemed given when posted on Transporter's Designated Site.~~

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

11. EVERGREEN PROVISION (Continued)

(b) 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 written notice to Transporter so stating at least one year before the termination date.

(c) The termination notice required under Section 11.2(b) will be deemed given when posted on Transporter's Designated Site.

11.3 Bi-Lateral Evergreen Provision. If Transporter and Shipper agree to include a bi-lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(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 11.3(a)(i) applies; or

(ii) one year before the termination date if Section 11.3(a)(ii) applies.

(c) The termination notice required under Section 11.3(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.

12. 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.

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

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the ~~Recourse Rates~~ for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Transportation Charges. 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 in sub-paragraphs 3.1 through 3.3 are exclusive of the aforementioned transportation charges.

4. FUEL GAS REIMBURSEMENT

4.1 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.

~~4.2 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 seven days of Shipper's vaporization nomination, unless other arrangements are made between Transporter and Shipper.~~

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

4.2 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 seven days of Shipper's vaporization nomination, unless other arrangements are made between Transporter and Shipper.

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.



RATE SCHEDULE LS-2I  
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.

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 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.~~

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.

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

3. MONTHLY RATE (Continued)

(a) ~~for~~ capacity release transactions that are subject to the Maximum Base Tariff Rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new Maximum Base Tariff Rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(b) ~~for~~ capacity release transactions that are not subject to the Maximum Base Tariff Rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

For capacity release service subject to demand charges, the payments by the Replacement Shipper, in addition to the liquefaction charge and vaporization charge, shall be equal to the sum of the daily product of the awarded Demand Charge bid rate and the Storage Demand, plus the sum of the daily product of the awarded Capacity Demand Charge bid rate and the Storage Capacity.

For capacity release service subject to volumetric bid rates, the payments by the Replacement Shipper, in addition to the liquefaction charge and vaporization charge, shall be equal to the awarded volumetric bid Vaporization Demand-Related Charge multiplied by the volumes delivered to Shipper each day plus the awarded volumetric bid Storage Capacity Charge multiplied by Shipper's Storage Capacity Balance each day.

3.3 Discounted Recourse Rates ~~.-~~

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

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

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3. MONTHLY RATE (Continued)

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.5 Transportation Charges. 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 in sub-paragraphs 3.1 through 3.4 are exclusive of the aforementioned transportation charges.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the demand charge and the capacity demand charge specified in Section 3 of this Rate Schedule.

5. FUEL GAS 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.

RATE SCHEDULE LD-4I  
Liquefaction-LNG Delivery Service - Interruptible  
(Continued)

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 Liquefaction Service. The sum of (a) and (b) below:

~~(a)~~ ~~(a)~~—The volumetric charge will be the sum of the daily product of Shipper's gas per Dth of gas scheduled for liquefaction and the Volumetric Charge rate.

(b) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction and the Liquefaction Charge rate.

The amount paid by Shipper under Section 3.1 (b) will be trued-up on a calendar year basis and the true-up amount will be billed/refunded, as described in Section 14 of the General Terms and Conditions.

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

3.2 ~~3.2~~—Discounted Recourse Rates.

~~(a)~~ ~~(a)~~ — Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

~~3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.~~

~~3.4 Transportation Charges. The related transportation of gas to the Plymouth LNG Facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth in subparagraphs 3.1 through 3.3 are exclusive of the aforementioned transportation charges.~~

RATE SCHEDULE LD-4I  
Liquefaction-LNG Delivery Service - Interruptible  
(Continued)

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Transportation Charges. The related transportation of gas to the Plymouth LNG Facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth in subparagraphs 3.1 through 3.3 are exclusive of the aforementioned transportation charges.

4. 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 of Shipper's gas.

5. LIQUEFACTION FOR LNG DELIVERIES

5.1 Shipper may nominate liquefaction for LNG deliveries by specifying the quantity of LNG it desires delivered under this Rate Schedule. Transporter shall deliver the quantity of LNG so nominated, subject to the limitations set forth in this Rate Schedule. Such liquefaction for LNG deliveries will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

5.2 The notice given by Shipper to Transporter for liquefaction 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. Transporter may batch, in its sole discretion, confirmed liquefaction nominations from all Plymouth LNG rate schedule Service Agreements over multiple days in order to operate the liquefiers in an efficient and responsible manner. Once liquefaction begins, Transporter will deliver the batched nominations to each individual Shipper in an operationally efficient manner, subject to system operating conditions.

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

5.4 Warranty. Shipper warrants that all LNG delivered to Shipper under this Rate Schedule will at no time be exported outside of the United States.

~~6. TREATMENT OF LNG BOIL-OFF~~

~~LNG Boil-off Balance. Shipper's LNG Boil-off quantities received for redelivery at a Plymouth LNG Facility receipt point from a non-~~

~~jurisdictional LNG facility will be reflected as a balance due from  
Transporter. This Boil-off balance will be deemed to be at the  
Plymouth LNG Facility. Shipper must nominate the Boil-off balance for  
re-liquefaction in order to reduce or eliminate such balance.  
Nominations for the re-liquefaction of Boil-off will be subject to the  
volumetric charge, the liquefaction charge and fuel use reimbursement.  
Tolerances regarding Shipper's Boil-off balance are detailed in Section  
15 of the General Terms and Conditions.~~



RATE SCHEDULE LD-4I  
Liquefaction-LNG Delivery Service - Interruptible  
(Continued)

6. TREATMENT OF LNG BOIL-OFF

LNG Boil-off Balance. Shipper's LNG Boil-off quantities received for redelivery at a Plymouth LNG Facility receipt point from a non-jurisdictional LNG facility will be reflected as a balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper must nominate the Boil-off balance for re-liquefaction in order to reduce or eliminate such balance. Nominations for the re-liquefaction of Boil-off will be subject to the volumetric charge, the liquefaction charge and fuel use reimbursement. Tolerances regarding Shipper's Boil-off balance are detailed in Section 15 of the General Terms and Conditions.

7. EVERGREEN PROVISION

Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

- (a) The established rollover period will be one month.
- (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 thirty days before the termination date.
- (c) Termination notice under Section 7(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.

8. 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.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

3.3 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base ~~rates~~ set forth on the Statement of Rates in Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.4 Volumetric Release Charges: For Capacity Release service pursuant to Section 22 of the General Terms and Conditions which is provided under a volumetric bid rate the sum of (a), (b) and, if applicable, (c) below:

(a) The amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Replacement Shipper or Prearranged Replacement Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

3. RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount, on a non-discriminatory basis, the Recourse Rate for any individual Shipper under any Service Agreement without discounting any other Recourse Rate for that or another Shipper, provided, however, that such discounted Recourse Rate will not be less than the minimum base rate set forth on the Statement of Rates in this Tariff Sheet No. 6. -Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level) or service during specific time periods.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.3 For each billing period for service under a Service Agreement, Shipper will pay Transporter a total amount equal to the sum of the daily products of (1) the Daily Rate set forth in the executed Service Agreement and (2) the maximum Parked or Loaned Quantity, as applicable, on such day.

3.4 ACA surcharges and fuel reimbursement will not apply to service under this Rate Schedule.

4. ALLOCATION OF SERVICE

In allocating or interrupting service among Shippers under this Rate Schedule, Transporter will adhere to the priority of service provisions in Section 12 of the General Terms and Conditions.

5. SERVICE RESTRICTIONS AND PENALTIES

5.1 Shipper may be required to remove some or all of the Parked Quantity or return some or all of the Loaned Quantity prior to termination of its Service Agreement if Transporter, in its reasonable discretion, determines such action is necessary to accommodate higher priority services, maintain system integrity or to accommodate system balancing requirements for firm services. Notification of any such

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

3.5 Facilities Charge: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities and for Shipper to pay a facilities charge, the facilities charge will be set forth on Exhibit C to an executed Service Agreement.

3.6 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any Service Agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the minimum base rates set forth on ~~the Statement of Rates in Sheet No. 5 of~~ this Tariff, or any superseding tariff. Such discounted Recourse Rates will be set forth in the Shipper's Service Agreement and may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(c) Further, all Shippers, including Negotiated Rate Shippers, will reimburse Transporter in-kind for fuel use requirements in accordance with Section 14 of the General Terms and Conditions based on the applicable Factor set forth on Sheet No. 14.

3.2 Volumetric Charge. The volumetric charge is the sum of the daily product of Shipper's Scheduled Quantity in Dth and either the Rate Schedule TIL-1 applicable maximum base volumetric rate for the Designated Lateral stated on the Statement of Rates Sheet No. 5 or the discounted Recourse Rate established pursuant to Section 3.4.

3.3 Facilities Construction: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities, payment for such facilities will be set forth in the facilities agreement.

3.4 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in Sheet No. 5 of this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, or within specific corridors.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

GENERAL TERMS AND CONDITIONS  
(Continued)

3. QUALITY (Continued)

3.5 Accepting Gas Which Fails to Meet Specifications. Transporter will accept gas that does not meet quality specifications on a non-discriminatory basis to all similarly situated Shippers, provided: 1) such acceptance does not jeopardize Transporter's ability to meet its obligations to deliver gas to downstream interconnecting pipelines or markets; and, 2) such acceptance occurs on a short-term basis as a result of an unplanned upstream event such as a plant start-up, plant upset or line freeze-off. ~~When Transporter, in its reasonable judgment, can accept some, but not all, gas that does not meet the quality specifications set forth in Section 3.1 and 3.2, Transporter will implement the following steps in the following order:~~

~~(a) Transporter will identify the receipt point(s) from which gas is flowing that: 1) does not meet the gas quality specifications delineated above; and 2) is contributing to the gas quality problem identified by Transporter.~~

~~(b) Transporter will then rank these receipt points according to the degree by which such flowing gas fails to meet Transporter's specifications (for example, a receipt point which is flowing gas with 4% by volume of carbon dioxide will be ranked higher than a receipt point flowing 3% by volume of carbon dioxide).~~

~~(c) Transporter will notify the receipt point operators in the order of the ranking starting with the receipt point with the highest percentage of applicable contaminant until the problem is resolved. Transporter will make reasonable efforts to notify receipt point operators by telephone and via Transporter's Designated Site at the earliest time possible as to the action required and the time within which compliance is required, depending on the operational situation existing at the time. The required action may include any alternative that will alleviate the gas quality problem.~~

~~(d) Within two business days after resolving a gas quality problem, Transporter will post to its Designated Site: a description of the problem, the receipt point, the receipt point operator, the action required, the action taken, and the date and time that the problem was resolved.~~

~~3.6 Gas Analysis Equipment. If Transporter, in its reasonable judgment, determines that any additional or modified Gas analysis or control equipment is needed to accurately monitor the quality of Gas received at an existing Receipt Point and control the receipt of Gas failing to conform to the applicable quality specifications, then the Shipper(s) desiring to nominate at such Receipt Point will cause the interconnecting party at such Receipt Point to install such necessary additional or modified equipment.~~

Unless otherwise mutually agreed, if Transporter installs such additional or modified Gas analysis or control equipment, the interconnecting party will provide a contribution in aid of construction to Transporter for all actual costs incurred by Transporter, and reimburse Transporter for any Related Income Taxes.

3.7 NAESB Standards Related to Gas Quality. NAESB WGQ Quadrant Electronic Delivery Mechanism Related Standards referenced below, will apply and are incorporated by reference:

NAESB WGQ Standards:

4.3.89 through 4.3.93

~~RESERVED FOR FUTURE USE~~~~GENERAL TERMS AND CONDITIONS (Continued)~~

~~3. QUALITY (Continued)~~

~~(d) Within two business days after resolving a gas quality problem, Transporter will post to its Designated Site: a description of the problem, the receipt point, the receipt point operator, the action required, the action taken, and the date and time that the problem was resolved.~~

~~3.6 Gas Analysis Equipment. If Transporter, in its reasonable judgment, determines that any additional or modified Gas analysis or control equipment is needed to accurately monitor the quality of Gas received at an existing Receipt Point and control the receipt of Gas failing to conform to the applicable quality specifications, then the Shipper(s) desiring to nominate at such Receipt Point will cause the interconnecting party at such Receipt Point to install such necessary additional or modified equipment.~~

~~Unless otherwise mutually agreed, if Transporter installs such additional or modified Gas analysis or control equipment, the interconnecting party will provide a contribution in aid of construction to Transporter for all actual costs incurred by Transporter, and reimburse Transporter for any Related Income Taxes.~~

~~3.7 NAESB Standards Related to Gas Quality. NAESB WCQ Quadrant Electronic Delivery Mechanism Related Standards referenced below, will apply and are incorporated by reference:~~

~~NAESB WCQ Standards:~~

~~4.3.89 through 4.3.93~~



GENERAL TERMS AND CONDITIONS  
(Continued)

19. NEGOTIATED RATES (Continued)

(2) Bids on Posted Capacity. If available capacity, including capacity under expiring or terminating Service Agreements, is posted for bid pursuant to Section 25.5 of the General Terms and Conditions and Transporter has determined that it is willing to consider bids at Negotiated Rates, Transporter must specify in its posting that it will consider Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids.

(c) Option Fee. Where negotiated rates include an option fee, the applicable rate will be calculated as follows for the purpose of scheduling pursuant to Section 12: (i) any stated daily or calculated daily formulaic rate, plus (ii) the quotient of the total value of the option fee divided by the volume applicable to the option fee. For the purposes of determining the best bid pursuant to Section 25, the option fee will be included in the same manner in the Net Present Value calculation.

19.3 Evaluation of Negotiated Rate Bids. If Transporter determines that it is willing to consider Negotiated Rate bids for available capacity that is posted pursuant to Section 25 of the General Terms and Conditions or deferred exchange service that is posted pursuant to Section 2.2 of Rate Schedule DEX-1, Transporter will state in its posting the specific basis on which Negotiated Rate bids will be considered and one of the following evaluation methods for determining the winning bid:

- (a) Net Present Value (reservation rate x quantity x term, discounted using the discount rate(s) shown in the posting);
- (b) Revenue (reservation rate x quantity); or
- (c) Reservation Rate/Deferred Exchange Rate.

If Transporter specifies in its posting that it will accept Negotiated Rate bids tied to an index or indices, Transporter will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices has submitted the bid with the highest value and is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

Negotiated Rate bids in excess of Transporter's Maximum Base Tariff Rate for the applicable rate schedule will be treated as Maximum Base Tariff Rate offers for bid evaluation purposes.

~~19.4 Filing Requirement. Transporter will submit to the Commission a tariff sheet stating the name of the Shipper, the Negotiated Rate, the rate schedule, the receipt and delivery points, and the contract quantities applicable to any Negotiated Rate Service Agreement. Unless~~

GENERAL TERMS AND CONDITIONS  
(Continued)

19. NEGOTIATED RATES (Continued)

19.4 Filing Requirement. Transporter will submit to the Commission a tariff sheet stating the name of the Shipper, the Negotiated Rate, the rate schedule, the receipt and delivery points, and the contract quantities applicable to any Negotiated Rate Service Agreement. Unless Transporter executes and files a non-conforming service agreement, such tariff sheet will contain a statement that the Negotiated Rate service agreement does not deviate in any material aspect from the form of service agreement in the tariff for the applicable rate schedule.

19.5 Rate Treatment. Transporter will not seek in future general rate proceedings discount-type adjustments to demand charge billing determinants for capacity converted from Recourse Rate service agreements to Negotiated Rate service agreements, unless the Recourse Rate had been discounted. In those situations where Transporter had granted a market-justified discount to the Recourse Rate and subsequently converted the service agreement to a Negotiated Rate service agreement, Transporter may seek a discount-type adjustment. Such adjustment would be based on the greater of: (i) the Negotiated Rate revenues received or (ii) the discounted Recourse Rate revenues which otherwise would have been received.

19.6 Limitations. This section 19 does not authorize Transporter to negotiate terms and conditions of service.

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

EXHIBIT D

[(Dated and Effective \_\_\_\_\_, (subject to Commission acceptance)]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_,  
(subject to Commission acceptance)]  
to the  
Rate Schedule TF-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

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

1. The Negotiated Rate Provisions will take effect on [the Primary Term Begin Date] (or) [[(Date)] (and/or) [(Description)]] and will remain in effect for a period of \_\_\_\_ (\_\_) [[years], (and/or) ~~(or)~~ [months], (and/or) [days] (further description as needed)] (Negotiated Rates Period). Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)

ADDENDUM TO SERVICE AGREEMENT

Due to a conversion of Rate Schedule LS-2F Capacity

[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 \_\_\_\_\_.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE



FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT  
(Continued)

Rate Schedule LS-2F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

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

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

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5, 11.10 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

FORM OF RATE SCHEDULE LS-3F SERVICE AGREEMENT  
(Continued)

Rate Schedule LS-3F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

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

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

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

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

FORM OF RATE SCHEDULE TFL 1 SERVICE AGREEMENT  
(Continued)

EXHIBIT D

[(Dated and Effective \_\_\_\_\_, (subject to Commission acceptance)]  
(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_,  
(subject to Commission acceptance)]

to the  
Rate Schedule TFL- 1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

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

1. The Negotiated Rate Provisions will take effect on [the Primary Term Begin Date] (or) [[(Date)] (and/or) [(Description)]] and will remain in effect for a period of \_\_\_\_\_ ( ) [[years] , ~~(and/or)~~ ~~(or)~~ [months] , ~~(and/or)~~ [days] (further description as needed)] (Negotiated Rates Period). Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)

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 \$0.68529 for transmission costs and \$0.00898 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.
- (7) Rate Schedule TI - 1 maximum base tariff volumetric rate is comprised of \$0.39403 for transmission costs and \$0.00462 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 General System Unauthorized Daily 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 S X E O L V K H G L Q 3 \* D V ' D L O \ ' .

RESERVED FOR FUTURE USE

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

3.5 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index- based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) If Transporter elects to grant a temporary discount, it Z L O O G R V R Z L W K R X W D P H Q G L Q J 6 K L S S H U ¶ V 6 H U Y L F H \$ J U H H P temporary discount will be electronically granted using the Rate Schedule TI - 1 Temporary Discount form available in Northwest 3 D V V D J H R Q 7 U D Q V S R U W H U ¶ V ' H V L J Q D W H G 6 L W H 6 K L S S H U ¶ V completion of the Temporary Discount form constitutes agreement E \ W K H 6 K L S S H U W R W K H G L V F R X Q W D Q G 7 U D Q V S R U W H U ¶ V H O D F F H S W D Q F H F R Q V W L W X W H V 7 U D Q V S R U W H U ¶ V J U D Q W L Q J R I V

(c) In completing the electronic Temporary Discount form, Shipper may select an option which will automatically increase (by a stated dollar increment per dth) the granted rate up to the rate that will increase the likelihood of such quantities being scheduled pursuant to Section 12 of the General Terms and Conditions.

(d) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index- based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE SGS2F  
Storage Gas Service - Firm (Continued)

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) and (b) below:

(a) The demand charge will be the sum of the daily product of 6 K L S S H U ¶ V 6 W R U D J H ' H P D Q G D Q G W K H ' H P D Q G & ¶ U J H U D W H Statement of Rates in this Tariff that applies to the customer category identified in the Service Agreement.

(b) The capacity demand charge is the sum of the daily product R I 6 K L S S H U ¶ V 6 W R U D J H & D S D F L W \ D Q G W K H & D S D F L W \ ' H P D Q G stated on the Statement of Rates in this Tariff that applies to the customer category identified in the Service Agreement.

The related transportation of gas to and from the Jackson Prairie storage facility shall be subject to separate transportation charges under applicable open - access Rate Schedules. The rates set forth in the sub- paragraphs above are exclusive of the aforementioned transportation charges.

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index - based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.



RATE SCHEDULE SGS2I  
Storage Gas Service - Interruptible  
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas, such as volumes injected, withdrawn or stored above or below a certain level or all volumes if volumes exceed a certain level, and volumes of gas injected, withdrawn or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index - based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate. the

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

4. FUEL GAS REIMBURSEMENT

Shipper shall reimburse Transporter for fuel use in - kind, as detailed in Section 14 of the General Terms and Conditions.

5. DEFINITIONS

5.1 Shipper's Interruptible Storage Capacity shall be the maximum quantity of gas in Dth which Transporter may store for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper.

5.2 Shipper's Working Gas Inventory shall be the actual quantity of working gas in storage for Shipper's account at the beginning of any given day.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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

3. MONTHLY RATE (Continued)

3.3 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index- based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.5 Transportation Charges. 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 in sub- paragraphs 3.1 through 3.4 are exclusive of the aforementioned transportation charges.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the demand charge and the capacity demand charge specified in Section 3 of this Rate Schedule.

5. FUEL GAS 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 D Q G Y D S R U L J D W L R Q R I 6 K L S S H U ¶ V J D V



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

5.2 9DSRULJDWLRQ )XHO 6KLSSHU¶V IXHO UHLPEXUVHPPHQW TXDQ  
YDSRULJDWLRQ ZLOO QRW EH VXSSOLHG IURP 6KLSSHU¶V JDV QRP  
vaporization, but instead will be supplied from P 6KLSSHU¶V 0% RLO  
EDODQFH \$Q\ DPRXQW RI 6KLSSHU¶V IXHO UHLPEXUVHPPHQW TXDQ  
YDSRULJDWLRQ WKDW ZRXOG UHGXFH off balance sheet 1% RLO  
will be reimbursed to Transporter in - NLQG ZLWKLQ GD\ V RI 6KLSSHU¶V  
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  
7UDQVSRUWHU DQG 6KLSSHU 7UDQVSRUWHU¶V VHUYLFH REOLJDW  
ShLSSHU¶V 6WRUDJH 'HPDQG DV DGMXVWHG IRU DQ\ UHOHDVHG FDS  
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  
6HUYLFH \$JUHHPPHQW EHWZHHQ 7UDQVSRUWHU DQG 6KLSSHU 7UDQ  
REOLJDWLRQ LV OLPLWHG WR 6KLSSHU¶V 6WRUDJH & DSDFLW\ DV D  
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.

RATE SCHEDULE LS 2F  
Liquefaction - Storage Gas Service - Firm  
(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 the quantity of gas in Dth, up to Shipper's Storage Capacity, and 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, 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. 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-2I Shippers prior to the election change, by (b) the ratio of Shipper's Annual Liquefaction Quantity to the total Annual Liquefaction Quantities for 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.

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

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 to the limitations set forth in this Rate Schedule.

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 RII TXDQWLW \ E \ WKH TXRWLHQW Rslawrkgd 6KLSSHU \ daily Storage Capacity Balance for the month and the sum of the average GDLO \ 6WRUDJH & DSDFLW \ %DODQFHV IRU WKH PRQWK RI DOO 6KLSS Agreements under Rate Schedules LS - 2F, LS - 3F and LS- 2I.

9.2 LNG 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 re liquefaction of Boil - off will be subject to fuel use reimbursement.

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

9. LNG Boil Off (Continued)

9.3 LNG Boil- R II % D O D Q F H 7 R O H U D Q F H 7 K H V X P R I 6 K L S S H U T V 6 W R U  
& D S D F L W \ % D O D Q F H D Q G 6 K L S S H U D Q R H O F D Q Q R W H [ F H H G 6 K L S S H  
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 - 2l 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 h  
such transfer will occur. Transfers of Storage Capacity Balances may  
not result in any given Shipper taking title to inventory 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.

11. EVERGREEN PROVISION

11.1 Five Year Notice Unilateral Evergreen Provision. If Transporter  
and Shipper agree to include a five year notice unilateral evergreen  
provision as indicated on Exhibit A of the Service Agreement, the  
following conditions will apply:

- (a) The established rollover period will be one year.
- (b) 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 written notice to  
Transporter so stating at least five years before the termination  
date.
- (c) The termination notice required under Section 11.1(b) will  
be deemed given when posted on Transporter's Designated Site.

11.2 One Year Notice Unilateral Evergreen Provision. For a Service  
Agreement that has a primary term of at least 15 years, Transporter and  
Shipper may agree to include a one year notice unilateral evergreen  
provision as indicated on Exhibit A of the Service Agreement, in which  
case the following conditions will apply:

- (a) The established rollover period will be one year.

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

11. EVERGREEN PROVISION (Continued)

(b) 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 written notice to Transporter so stating at least one year before the termination date.

(c) The termination notice required under Section 11.2(b) will be deemed given when posted on Transporter's Designated Site.

11.3 Bi- Lateral Evergreen Provision. If Transporter and Shipper agree to include a bi- lateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(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 11.3(a)(i) applies; or

(ii) one year before the termination date if Section 11.3(a)(ii) applies.

(c) The termination notice required under Section 11.3(b) will E H G H P H G J L Y H Q Z K H Q S R V W H G R Q 7 U D Q V S R U W H U ¶ V ' H V L J Q 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.

12. 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.

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

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Transportation Charges. 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 in sub-paragraphs 3.1 through 3.3 are exclusive of the aforementioned transportation charges.

4. FUEL GAS REIMBURSEMENT

4.1 Fuel Gas Reimbursement. Shipper shall reimburse Transporter for fuel use in-kind, as detailed in Section 14 of the General Terms and Conditions of the Tariff. & RQGLWLRQV XSRQ OLTXHIDFWLRQ DQG YDSRULJDWLRQ RI 6KLSSH

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

4.2 9 DSRULJDWLRQ )XHO 6KLSSHU¶V IXHO UHLPEXUVHPHQW TXDQW  
YDSRULJDWLRQ ZLOO QRW EH VXSSOLHG IURP 6KLSSHU¶V JDV QRP  
vaporization, but instead will be sup SOLHG IURP 6KLSSHU¶V % RLO  
EDODQFH \$Q\ DPRXQW RI 6KLSSHU¶V IXHO UHLPEXUVHPHQW TXDC  
YDSRULJDWLRQ WKDW ZRXOG UHGXFH bill balance below zero % RLO  
will be reimbursed to Transporter in - kind within seven days of  
6 KLSSHU¶V YDSRULJ Dth on Rules 6.1 Per arrangements are made  
between Transporter and Shipper.

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.

RATE SCHEDULE LS-2I  
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.





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

3. MONTHLY RATE (Continued)

(a) for capacity release transactions that are subject to the Maximum Base Tariff Rate pursuant to FERC regulations: the lesser of the awarded bid rate and the new Maximum Base Tariff Rate unless the awarded bid rate is less than the new minimum rate, in which case the new minimum rate will apply for the remaining term of the release.

(b) for capacity release transactions that are not subject to the Maximum Base Tariff Rate pursuant to FERC regulations: the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release.

For capacity release service subject to demand charges, the payments by the Replacement Shipper, in addition to the liquefaction charge and vaporization charge, shall be equal to the sum of the daily product of the awarded Demand Charge bid rate and the Storage Demand, plus the sum of the daily product of the awarded Capacity Demand Charge bid rate and the Storage Capacity.

For capacity release service subject to volumetric bid rates, the payments by the Replacement Shipper, in addition to the liquefaction charge and vaporization charge, shall be equal to the awarded volumetric bid Vaporization Demand - Related Charge multiplied by the volumes delivered to Shipper each day plus the awarded volumetric bid Storage & D S D F L W \ & K D U J H P X O W L S O L H G E \ 6 K L S S H U \ V 6 W R U D J H & D S D F L W \ day.

3.3 Discounted Recourse Rates .

( a ) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

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

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index - based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3. MONTHLY RATE (Continued)

3.4 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.5 Transportation Charges. 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 in sub- paragraphs 3.1 through 3.4 are exclusive of the aforementioned transportation charges.

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the sum of the demand charge and the capacity demand charge specified in Section 3 of this Rate Schedule.

5. FUEL GAS 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 9DSRULJDWLRQ )XHO 6KLSSHU¶V IXHO UHLPEXUVHPPHQW TXDC  
YDSRULJDWLRQ ZLOO QRW EH VXSSOLHG IURP 6KLSSHU¶V JDV QRP  
YDSRULJDWLRQ EXW LQVWHDG ZLOO EH VXSSOLHG IURP 6KLSSHU¶V  
EDODQFH \$Q\ DPRXQW RI 6KLSSHU¶V IXHO UHLPEXUVHPPHQW TXDC  
YDSRULJDWLRQ WKDW ZRXOG UHGXF off balance sheet % RLO  
will be reimbursed to Transporter in - NLQG ZLWKLQ GD\ V RI 6KLSSHU¶V  
vaporization nomination, unless other arrangements are made between  
Transporter and Shipper.

RATE SCHEDULE LD 4I  
Liquefaction - LNG Delivery Service - Interruptible  
(Continued)

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 Liquefaction Service. The sum of (a) and (b) below:

(a) The volumetric charge will be the sum of the daily product  
RI 6KLSSHU  $\uparrow$  V JDV SHU 'WK RI JDV VFKHGXOHG IRU OLTXHIDFV  
the Volumetric Charge rate.

(b) The liquefaction charge will be the sum of the daily  
SURGXFW RI 6KLSSHU  $\uparrow$  V JDV SHU 'WK VFKHGXOHG IRU OLTXHIDFV  
the Liquefaction Charge rate.

The amount paid by Shipper under Section 3.1 (b) will be trueed - up  
on a calendar year basis and the true - up amount will be  
billed/refunded, as described in Section 14 of the General Terms  
and Conditions.

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

3.2 Discounted Recourse Rates .

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index - based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE LD 4I  
Liquefaction - LNG Delivery Service - Interruptible  
(Continued)

3.3 Negotiated Rates. Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in this Section 3.

3.4 Transportation Charges. The related transportation of gas to the Plymouth LNG Facility shall be subject to separate transportation charges under applicable Rate Schedules. The rates set forth in sub paragraphs 3.1 through 3.3 are exclusive of the aforementioned transportation charges.

4. FUEL GAS REIMBURSEMENT

Shipper shall reimburse Transporter for fuel use in detailed in Section 14 of the General Terms and Conditions upon liquefaction of Shipper's gas.

- kind, as

5. LIQUEFACTION FOR LNG DELIVERIES

5.1 Shipper may nominate liquefaction for LNG deliveries by specifying the quantity of LNG it desires delivered under this Rate Schedule. Transporter shall deliver the quantity of LNG so nominated, subject to the limitations set forth in this Rate Schedule. Such liquefaction for LNG deliveries will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

5.2 The notice given by Shipper to Transporter for liquefaction 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. Transporter may batch, in its sole discretion, confirmed liquefaction nominations from all Plymouth LNG rate schedule Service Agreements over multiple days in order to operate the liquefiers in an efficient and responsible manner. Once liquefaction begins, Transporter will deliver the batched nominations to each individual Shipper in an operationally efficient manner, subject to system operating conditions.

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

5.4 Warranty. Shipper warrants that all LNG delivered to Shipper under this Rate Schedule will at no time be exported outside of the United States.

RATE SCHEDULE LD 41  
Liquefaction - LNG Delivery Service - Interruptible  
(Continued)

6. TREATMENT OF LNG BOIL-OFF

LNG Boil-off quantities received for redelivery at a Plymouth LNG Facility receipt point from a non-jurisdictional LNG facility will be reflected as a balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper must nominate the Boil-off balance for re-liquefaction in order to reduce or eliminate such balance. Nominations for the re-liquefaction of Boil-off will be subject to the volumetric charge, the liquefaction charge and fuel use reimbursement. Shipper's obligations are detailed in Section 15 of the General Terms and Conditions.

7. EVERGREEN PROVISION

Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

(a) The established rollover period will be one month.

(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 thirty days before the termination date.

(c) Termination notice under Section 7(b) will be deemed given if Shipper 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.

8. 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.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

3.3 Discounted Recourse Rates:

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported to specific delivery points, within specific corridors, or within other defined geographical areas. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index- based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.4 Volumetric Release Charges: For Capacity Release service pursuant to Section 22 of the General Terms and Conditions which is provided under a volumetric bid rate the sum of (a), (b) and, if applicable, (c) below:

(a) The amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Replacement Shipper or Prearranged Replacement Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

3. RATE (Continued)

3.2 Discounted Recourse Rates.

(a) Transporter reserves the right to discount, on a non-discriminatory basis, the Recourse Rate for any individual Shipper under any Service Agreement without discounting any other Recourse Rate for that or another Shipper, provided, however, that such discounted Recourse Rate will not be less than the minimum base rate set forth on the Statement of Rates in this Tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level) or service during specific time periods.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

3.3 For each billing period for service under a Service Agreement, Shipper will pay Transporter a total amount equal to the sum of the daily products of (1) the Daily Rate set forth in the executed Service Agreement and (2) the maximum Parked or Loaned Quantity, as applicable, on such day.

3.4 ACA surcharges and fuel reimbursement will not apply to service under this Rate Schedule.

4. ALLOCATION OF SERVICE

In allocating or interrupting service among Shippers under this Rate Schedule, Transporter will adhere to the priority of service provisions in Section 12 of the General Terms and Conditions.

5. SERVICE RESTRICTIONS AND PENALTIES

5.1 Shipper may be required to remove some or all of the Parked Quantity or return some or all of the Loaned Quantity prior to termination of its Service Agreement if Transporter, in its reasonable discretion, determines such action is necessary to accommodate higher priority services, maintain system integrity or to accommodate system balancing requirements for firm services. Notification of any such



RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

3.5 Facilities Charge: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities and for Shipper to pay a facilities charge, the facilities charge will be set forth on Exhibit C to an executed Service Agreement.

3.6 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any Service Agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. 6 X F K G L V F R X Q W H G 5 H F R X U V H 5 D W H V Z L O O E H V H W I R U W K L Q Service Agreement and may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed - upon published pricing reference points. Index- based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(c) Further, all Shippers, including Negotiated Rate Shippers, will reimburse Transporter in \_\_\_\_\_ - kind for fuel use requirements in accordance with Section 14 of the General Terms and Conditions based on the applicable Factor set forth on Sheet No. 14.

3.2 Volumetric Charge. The volumetric charge is the sum of the daily SURGXFW RI 6KLSHU ¶V 6FKHG XOHG 4XDQWLW\ LQ 'WK DQG HLWKH Schedule TIL- 1 applicable maximum base volumetric rate for the Designated Lateral stated on the Statement of Rates \_\_\_\_\_ or the discounted Recourse Rate established pursuant to Section 3.4.

3.3 Facilities Construction: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 of the General Terms and Conditions for Transporter to construct facilities, payment for such facilities will be set forth in the facilities agreement.

3.4 Discounted Recourse Rates.

(a) Transporter reserves the right to temporarily discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates may apply to specific quantities of gas (such as quantities above or below a certain level or all quantities if quantities exceed a certain level), quantities of gas transported during specific time periods, and quantities of gas transported from specific receipt points and/or to specific delivery points, or within specific corridors.

(b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed \_\_\_\_\_ - upon published pricing reference points. Index \_\_\_\_\_ - based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

GENERAL TERMS AND CONDITIONS  
(Continued)

3. QUALITY (Continued)

3.5 Accepting Gas Which Fails to Meet Specifications. Transporter will accept gas that does not meet quality specifications on a non-discriminatory basis to all similarly situated Shippers, provided: 1) such acceptance does not jeopardize Transporter's ability to meet its obligations to deliver gas to downstream interconnecting pipelines or markets; and, 2) such acceptance occurs on a short result of an unplanned upstream event such as a plant start upset or line freeze - off. - term basis as a - up, plant

3.6 Gas Analysis Equipment. If Transporter, in its judgment, determines that any additional or modified Gas analysis or control equipment is needed to accurately monitor the quality of Gas received at an existing Receipt Point and control the receipt of Gas failing to conform to the applicable quality specifications, then the Shipper(s) desiring to nominate at such Receipt Point will cause the interconnecting party at such Receipt Point to install such necessary additional or modified equipment. reasonable

Unless otherwise mutually agreed, if Transporter installs such additional or modified Gas analysis or control equipment, the interconnecting party will provide a contribution in aid of construction to Transporter for all actual costs incurred by Transporter, and reimburse Transporter for any Related Income Taxes.

3.7 NAESB Standards Related to Gas Quality. NAESB WGQ Quadrant Electronic Delivery Mechanism Related Standards referenced below, will apply and are incorporated by reference:

NAESB WGQ Standards:  
4.3.89 through 4.3.93

RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS  
(Continued)

19. NEGOTIATED RATES (Continued)

(2) Bids on Posted Capacity. If available capacity, including capacity under expiring or terminating Service Agreements, is posted for bid pursuant to Section 25.5 of the General Terms and Conditions and Transporter has determined that it is willing to consider bids at Negotiated Rates, Transporter must specify in its posting that it will consider Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids.

(c) Option Fee. Where negotiated rates include an option fee, the applicable rate will be calculated as follows for the purpose of scheduling pursuant to Section 12: (i) any stated daily or calculated daily formulaic rate, plus (ii) the quotient of the total value of the option fee divided by the volume applicable to the option fee. For the purposes of determining the best bid pursuant to Section 25, the option fee will be included in the same manner in the Net Present Value calculation.

19.3 Evaluation of Negotiated Rate Bids. If Transporter determines that it is willing to consider Negotiated Rate bids for available capacity that is posted pursuant to Section 25 of the General Terms and Conditions or deferred exchange service that is posted pursuant to Section 2.2 of Rate Schedule DEX - 1, Transporter will state in its posting the specific basis on which Negotiated Rate bids will be considered and one of the following evaluation methods for determining the winning bid:

- (a) Net Present Value (reservation rate x quantity x term, discounted using the discount rate(s) shown in the posting);
- (b) Revenue (reservation rate x quantity); or
- (c) Reservation Rate/Deferred Exchange Rate.

If Transporter specifies in its posting that it will accept Negotiated Rate bids tied to an index or indices, Transporter will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices has submitted the bid with the highest value and is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

1 H J R W L D W H G 5 D W H E L G V L Q H [ F H V V R I 7 U D Q V S R U W H U T V O D [ L  
Tariff Rate for the applicable rate schedule will be treated as Maximum Base Tariff Rate offers for bid evaluation purposes.

GENERAL TERMS AND CONDITIONS  
(Continued)

19. NEGOTIATED RATES (Continued)

19.4 Filing Requirement. Transporter will submit to the Commission a tariff sheet stating the name of the Shipper, the Negotiated Rate, the rate schedule, the receipt and delivery points, and the contract quantities applicable to any Negotiated Rate Service Agreement. Unless Transporter executes and files a non-conforming service agreement, such tariff sheet will contain a statement that the Negotiated Rate service agreement does not deviate in any material aspect from the form of service agreement in the tariff for the applicable rate schedule.

19.5 Rate Treatment. Transporter will not seek in future general rate proceedings discount-type adjustments to demand charge billing determinants for capacity converted from Recourse Rate service agreements to Negotiated Rate service agreements, unless the Recourse Rate had been discounted. In those situations where Transporter had granted a market-justified discount to the Recourse Rate and subsequently converted the service agreement to a Negotiated Rate service agreement, Transporter may seek a discount-type adjustment. Such adjustment would be based on the greater of: (i) the Negotiated Rate revenues received or (ii) the discounted Recourse Rate revenues which otherwise would have been received.

19.6 Limitations. This section 19 does not authorize Transporter to negotiate terms and conditions of service.

FORM OF RATE SCHEDULE TF 1 SERVICE AGREEMENT  
(Continued)

EXHIBIT D

[(Dated and Effective \_\_\_\_\_, (subject to Commission acceptance)]  
(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_,  
(subject to Commission acceptance)]

to the  
Rate Schedule TF - 1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

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

1. The Negotiated Rate Provisions will take effect on [the Primary Term  
Begin Date] (or) [(Date)] (and/or) [(Description)] and will remain in  
effect for a period of \_\_\_\_ ( ) [years] , (and/or) [months], (and/or)  
[days](further description as needed)] (Negotiated Rates Period).  
Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)

ADDENDUM TO SERVICE AGREEMENT

Due to a conversion of Rate Schedule LS-2F Capacity

[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 \_\_\_\_\_.



RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE LS 2F SERVICE AGREEMENT  
(Continued)

Rate Schedule LS - 2F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

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

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

7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5, 11.10 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

FORM OF RATE SCHEDULE LS 3F SERVICE AGREEMENT  
(Continued)

Rate Schedule LS - 3F Service Agreement (Continued)

4. Service Term. This Agreement becomes effective on the effective date set forth on Exhibit A. 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, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

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

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

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

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

FORM OF RATE SCHEDULE TFL 1 SERVICE AGREEMENT  
(Continued)

EXHIBIT D

[(Dated and Effective \_\_\_\_\_, (subject to Commission acceptance)]  
(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_,  
(subject to Commission acceptance)]

to the  
Rate Schedule TFL- 1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

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

1. The Negotiated Rate Provisions will take effect on [the Primary Term Begin Date] (or) [[(Date)] (and/or) [(Description)]] and will remain in effect for a period of \_\_\_\_\_ (\_\_\_\_) [[years], (and/or) [months], (and/or) [days] (further description as needed)] (Negotiated Rates Period). Thereafter, the Recourse Rates will apply to the Service Agreement.

(Description of Negotiated Rate Provisions)