



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

September 29, 2023

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

Reference: Northwest Pipeline LLC
Non-Conforming Service Agreements
Docket No. RP23-_____

Dear Ms. Bose:

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

Nineteenth Revised Sheet No. 395
Twelfth Revised Sheet No. 396-A
Fourth Revised Sheet No. 399

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

Tariff Record 10.C.2.1 Version 3.0.0
Tariff Record 10.C.2.4 Version 0.0.0
Tariff Record 10.I.2.4 Version 0.0.0
Tariff Record 10.O Version 0.0.0
Tariff Record 10.O.1 Version 0.0.0
Tariff Record 10.O.1.1 Version 0.0.0

Statement of Nature, Reasons, and Basis

The purpose of this filing is to: (1) submit two non-conforming service agreements between Northwest and Citadel Energy Marketing LLC (“Citadel”) (Service Agreement No. 144762) and Northwest and Occidental Energy Marketing, Inc. (“Occidental”) (Service Agreement No.

145058); (2) submit a restatement of a non-conforming service agreement between Northwest and Intermountain Gas Company (“Intermountain”) (Service Agreement No. 100306); (3) remove the previously filed Citadel and Occidental service agreements (Agreement Nos. 143255 & 137143 respectively) from the list of non-conforming service agreements included in Northwest’s Tariff; and (4) update its list of non-conforming agreements to include the above referenced additions and restatement.

Service Agreement Nos. 144762 and 145058

Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Northwest’s Tariff, Citadel was awarded 45,000 Dth/d of Rate Schedule TF-1 transportation capacity that was posted as available capacity. As a result of the award, Northwest entered into Agreement No. 144762 with Citadel on July 14, 2022 for this long-term firm discounted transportation capacity which has a primary path from Stanfield to Ignacio and LaPlata and a primary term from November 1, 2023 through October 31, 2025.

Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Northwest’s Tariff, Occidental was awarded 60,000 Dth/d of Rate Schedule TF-1 transportation capacity that was posted as available capacity. As a result of the award, Northwest entered into Agreement No. 145058 with Occidental on December 21, 2022 for this long-term firm discounted transportation capacity which has a primary path from Stanfield to the Ignacio and a primary term from November 1, 2023 through March 31, 2025.

In consideration of Northwest providing discounted rates under these agreements, Northwest required that Citadel and Occidental accept a non-conforming provision stating that, upon request from Northwest, Citadel and Occidental will file in support of the discount under the agreement in all of Northwest’s subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the agreement applies, excluding any rate cases that involve pre-filed settlements. For rate cases that involve pre-filed settlements, Citadel and Occidental agree to support the discount provided to shipper under the service agreement during the pre-settlement process and not to protest the discount under the service agreement in Transporter’s subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the service agreement applies.

Northwest granted Citadel and Occidental the discount conditioned upon them agreeing to actively support the discount under their agreement in any future rate case that occurs during the term that the discount is in effect. Citadel and Occidental should not be allowed to benefit from the agreed upon discount and then later be able to undermine such discount by failing to support the discount because of acquiring such cheaper discounted capacity.

The Commission has approved similar non-conforming provisions filed by Northwest.¹ The above-described non-conforming provision does not impact the terms and conditions of Citadel and Occidental’s service and does not negatively impact service to other shippers. The service offered under the agreement is the same service offered to all Rate Schedule TF-1 shippers.

¹ See *Northwest Pipeline LLC*, Tariff Filing in Docket No. RP22-22-000, Letter Order dated October 21, 2021.

Because the provision is narrowly tailored to prevent Citadel and Occidental from undermining the bargain they benefitted from, it does not present a substantial risk of undue discrimination.

The Commission's policy generally is to permit non-conforming provisions that do not present a substantial risk for undue discrimination or affect the quality of service received by the contracting shipper or others.² The non-conforming provisions contained in Service Agreement Nos. 144762 and 145058 do not present a substantial risk for undue discrimination or affect the quality of service received by shippers.

Northwest is submitting the Citadel and Occidental Service Agreement Nos. 144762 and 145058 as tariff records to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission.³

Service Agreement No. 100306

On April 1, 1994, Service Agreement No. 100306 went into effect pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011⁴ with Intermountain Gas Company ("Intermountain"). The agreement was amended and/or restated to extend the primary term end date on November 1, 1999, November 20, 2006, and March 25, 2020. On September 13, 2023, Agreement No. 100306 was amended and restated to extend the primary term end date to March 31, 2032. No changes were made to the non-conforming provision. Northwest is proposing to update Sheet No. 396-A in the Tariff to reflect the date of the amendment.

Northwest is submitting the Intermountain Service Agreement No. 100306 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission.

Service Agreement Nos. 143255 and 137143

On June 29, 2022, Citadel notified Northwest of its intent to terminate Service Agreement No. 143255 as of the end of the gas day October 31, 2023. Accordingly, Northwest is removing Service Agreement No. 143255 from its list of non-conforming service agreements included in its Tariff and removing the service agreement from its Original Tariff.⁵

On October 31, 2022, Occidental notified Northwest of its intent to terminate Service Agreement No. 137143 as of the end of the gas day October 31, 2023. Accordingly, Northwest is removing Service Agreement No. 137143 from its list of non-conforming service agreements included in its Tariff.⁶

² See e.g., *Columbia Gas Transmission Corporation*, 97 F.E.R.C. ¶ 61,221, at p. 62,003 (2001).

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

⁴ See *Northwest Pipeline Corp.*, Tariff Filing in Docket No. RP93-5-011, Letter Order dated April 1, 1994.

⁵ The non-conforming provisions were approved in a letter order dated February 19, 2020, in Docket No. RP20-497.

⁶ The non-conforming provisions were approved in a letter order dated November 18, 2009, in Docket No. RP09-35-000.

Filings Pending Before the Commission

In compliance with Section 154.204(f) of the Commission's regulations, Northwest states that it has no other tariff filings pending before the Commission that may significantly impact this filing.

Effective Date and Waiver Request

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

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff .xml filing package, filed as a zip (compressed) file, containing:

- (1) The tariff records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the tariff records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff records in accordance with Section 154.201(a) of the regulations; and
- (5) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Northwest's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, in compliance with Section 154.7(b) of the Commission's regulations, Northwest certifies that copies of this filing will be served electronically upon Northwest's customers and upon interested state regulatory commissions.

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

Bela Patel
Director, Rates & Regulatory
(713) 215-2659
Northwest Pipeline LLC
P.O. Box 1396
Houston, Texas 77251-1396
bela.patel@williams.com

Bruce Reemsnyder
Senior Counsel
(801) 584-6742
Northwest Pipeline LLC
P.O. Box 58900
Salt Lake City, Utah 84158-0900
bruce.reemsnyder@williams.com

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

Respectfully submitted,

NORTHWEST PIPELINE LLC

A handwritten signature in blue ink that reads "Beha Patel". The signature is written in a cursive style with a large initial 'B'.

Director, Rates & Regulatory

Enclosures

NON-CONFORMING SERVICE AGREEMENTS

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

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 06/25/21 (1)	10/4/21
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 144140)	TF-1	11/01/22	10/04/21
Citadel Energy Marketing LLC (No. 144762)	TF-1	11/01/22	09/29/23
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Darigold, Inc. (No. 145131)	TF-1	10/01/23	08/01/23

(1) Amendment incorporates the non-conforming provisions.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
IGI Resources, Inc. (No. 137605)	TF-1	10/13/09 02/17/23 (3)	10/28/09
Intermountain Gas Company (No. 100306)	TF-2	01/12/94 09/13/23 (2)	9/29/23
Intermountain Gas Company (No. 136288)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 136289)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 136290)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 142982)	TF-1	06/28/19	07/23/19
Intermountain Gas Company (No. 143037)	TF-1	08/14/19	10/01/19
Intermountain Gas Company (No. 143072)	TF-1	09/26/19	10/01/19
JP Morgan Chase Bank, N.A. (No. 144800)	TF-1	07/29/22	09/16/22
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07

(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

(3) Original Service Agreement, as amended, restates the ROFR end date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Occidental Energy Marketing Inc. (No. 124046)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124047)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124048)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124049)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No.145058)	TF-1	12/21/22	09/29/23

Reserved For Future Use

Rate Schedule TF-1 Service Agreement
Contract No. 144762

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Citadel Energy Marketing LLC (Shipper) is made and entered into on July 14, 2022 and restates the Service Agreement made and entered into on July 11, 2022.

WHEREAS:

- A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity. Shipper was the successful bidder in the open bid process under All Shippers Letter 22-083 and has the option to extend the Primary Term End Date to October 31, 2025, in exchange for segmentation rights at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.
- B. Transporter and Shipper desire to extend the Primary Term End Date to October 31, 2025 in exchange for the opportunity to acquire segmentation rights, pursuant to Section 25.5(c) of the General Terms and Conditions of Transporter's Tariff, at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.

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

1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.
5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated July 11, 2022, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

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

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

EXHIBIT A

Dated July 14, 2022, Effective November 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144762)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

SERVICE DETAILS

1. Transportation Contract Demand (CD): 45,000 Dth per day
2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
187 STANFIELD RECEIPT	45,000
<u>Total</u>	<u>45,000</u>

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
3 IGNACIO DELIVERY	25,000	450
550 LAPLATA-TW	20,000	570
<u>Total</u>	<u>45,000</u>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:

- a. Large Customer
 - b. Incremental Expansion Customer: No
5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:
- (Negotiated Rates are on Exhibit D if attached.)
- a. Reservation Charge (per Dth of CD): \$0.1825, plus applicable surcharges
 - b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
 - c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None
 - d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).
 - e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable
6. Transportation Term:
- a. Primary Term Begin Date: November 01, 2023
 - b. Primary Term End Date: October 31, 2025
- Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None
- c. Evergreen Provision: No
7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:
- None
8. Regulatory Authorization: 18 CFR 284.223
9. Additional Exhibits:
- Exhibit B Yes
 - Exhibit C No
 - Exhibit D No
 - Exhibit E No

EXHIBIT B

Dated July 14, 2022, Effective November 01, 2023,

(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144762)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

NON-CONFORMING PROVISIONS

Shipper will not protest the rates provided under this Agreement in Transporter's rate case(s) filed under either Section 4 or 5 of the Natural Gas Act. If another party challenges the rates provided under this Agreement in Transporter's rate case(s) filed under either Section 4 or 5 of the Natural Gas Act, then upon written request from Transporter Shipper will file in support of the rates provided under this Agreement. For rate cases that involve pre-filed settlement negotiations, Shipper will support the rates provided under this Agreement during the pre-filed settlement process.

Rate Schedule TF-2 Service Agreement
Contract No. 100306

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Intermountain Gas Company (Shipper) is made and entered into on September 13, 2023 and restates the Service Agreement made and entered into on March 25, 2020.

WHEREAS:

- A. Shipper originally entered into Contract #100306 pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011 which unbundled the storage and redelivery transportation services, effective April 1, 1994.
- B. The storage redelivery service hereunder is related to that certain Rate Schedule SGS-2F service agreement (#100405) dated September 13, 2023.
- C. Significant events and amendments of Contract #100306 reflected in the contract restatement include:
 1. By Amendment dated November 1, 1999, Contract 100306 was modified to accommodate Shipper's request for additional storage redelivery transportation capacity related to its storage rights under SGS-2F Storage Service Agreement (100405) dated January 1, 1998, with the additional increment of capacity subject to a subordinate corridor rights condition to ensure Transporter's ability to meet pre-existing firm transportation obligation is not degraded.
 2. By Restatement dated November 20, 2006, Transporter and Shipper amended the Agreement to extend the Primary Term End Date from October 31, 2009 to March 31, 2024.
 3. By Restatement dated March 25, 2020, Transporter and Shipper amended the Agreement to extend the Primary Term End Date from March 31, 2024 to March 31, 2025.
 4. Transporter and Shipper desire to further amend the Agreement to extend the Primary Term End Date from March 31, 2025 to March 31, 2032.

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

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

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated March 25, 2020, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Intermountain Gas Company
By: /S/
Name: RANDY SCHULTZ - IGI RESOURCES INC.
Title: AGENT FOR INTERMOUNTAIN GAS CO

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

EXHIBIT A

Dated and Effective September 13, 2023

to the

Rate Schedule TF-2 Service Agreement

(Contract No. 100306)

between Northwest Pipeline LLC

and Intermountain Gas Company

SERVICE DETAILS

1. Transportation Contract Demand: 30,337 Dth per day
2. Annual Contract Quantity: 1,092,099 Dth
3. Monthly Billing Quantity: 2,992 Dth
4. Primary Receipt Point:

Point ID Name	Maximum Daily Quantity (Dth)
235 JACKSON PRAIRIE RECEIPT	30,337

Total 30,337

5. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
134 ABERDEEN	2,500	150
143 HANSEN	29	150
146 TWIN FALLS	8,000	250
151 GLENNS FERRY	100	150
157 IDAHO STATE PENITENTIARY	250	150
159 MERIDIAN/BOISE	492	150
161 CALDWELL	18,966	150
Total	30,337	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

6. Recourse or Discounted Recourse Transportation Rates:

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

7. Transportation Term:

- a. Primary Term Begin Date: April 01, 1994
- b. Primary Term End Date: March 31, 2032
- c. Evergreen Provisions: Yes, grandfathered unilateral evergreen under Section 14.3 of Rate Schedule TF-2

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

None

9. Regulatory Authorization: 18 CFR 284.223

10. Additional Exhibits:

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

EXHIBIT B

Dated and Effective September 13, 2023,
 (subject to Commission acceptance)

to the
Rate Schedule TF-2 Service Agreement
(Contract No. 100306)
between Northwest Pipeline LLC
and Intermountain Gas Company

NON-CONFORMING PROVISIONS

The following provision was accepted as a non-conforming provision by the Commission on December 22, 1999 in Docket No. GT00-7:

Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

Section 14.1(d) (i) is modified to condition 350 Dths of Shipper's primary rights through any constraint point south of the Jackson Prairie Receipt Point on Exhibit "A" to have a scheduling priority which will be subordinate to the scheduling priority for any firm shipper with unconditional primary corridor rights through such constraint point.

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

**Tariff Record 10.O.1
Occidental Energy Marketing, Inc.
Version 0.0.0**

Occidental Energy Marketing, Inc.

Rate Schedule TF-1 Service Agreement
Contract No. 145058

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Occidental Energy Marketing, Inc. (Shipper) is made and entered into on December 21, 2022 and restates the Service Agreement made and entered into on December 16, 2022.

WHEREAS:

- A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity.

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

1. **Tariff Incorporation.** Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
2. **Transportation Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.
3. **Transportation Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. **Transportation Term.** This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.
5. **Non-Conforming Provisions.** All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. **Capacity Release.** If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. **Exhibit / Addendum to Service Agreement Incorporation.** Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated December 16, 2022, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Occidental Energy Marketing, Inc.

 By: /S/

 Name: ERIC HENDRY

 Title: EXECUTIVE DIRECTOR TRADING

Northwest Pipeline LLC

 By: /S/

 Name: GARY VENZ

 Title: Director Commercial Services

EXHIBIT A

Dated December 21, 2022, Effective November 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145058)

between Northwest Pipeline LLC

and Occidental Energy Marketing, Inc.

SERVICE DETAILS

1. Transportation Contract Demand (CD): 60,000 Dth per day
2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
187 STANFIELD RECEIPT	60,000
<u>Total</u>	<u>60,000</u>

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
3 IGNACIO DELIVERY	60,000	450
<u>Total</u>	<u>60,000</u>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:
 - a. Large Customer

- b. Incremental Expansion Customer: No
5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:
- (Negotiated Rates are on Exhibit D if attached.)
- a. Reservation Charge (per Dth of CD): \$0.20, plus applicable surcharges
- b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
- c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None
- d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).
- e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable
6. Transportation Term:
- a. Primary Term Begin Date: November 01, 2023
- b. Primary Term End Date: March 31, 2025
- Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None
- c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1
7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:
- None
8. Regulatory Authorization: 18 CFR 284.223
9. Additional Exhibits:
- Exhibit B Yes
Exhibit C No
Exhibit D No
Exhibit E No

EXHIBIT B

Dated December 21, 2022, Effective November 01, 2023,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 145058)
between Northwest Pipeline LLC
and Occidental Energy Marketing, Inc.

NON-CONFORMING PROVISIONS

"In the event of a challenge by another party regarding the rates provided under this Agreement, and upon written request from Transporter, Shipper will file in support of the discount provided under this Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filing settlement. For rate cases that involve a pre-filing settlement, Shipper agrees to support the discount provided to Shipper under this Agreement during the pre-filing settlement process and not to protest Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under this Agreement applies."

NON-CONFORMING SERVICE AGREEMENTS

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

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 06/25/21 (1)	10/4/21
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 143255)	TF-1	11/01/20	02/04/20
Citadel Energy Marketing LLC (No. 144140)	TF-1	11/01/22	10/04/21
<u>Citadel Energy Marketing LLC (No. 144762)</u>	<u>TF-1</u>	<u>11/01/22</u>	<u>09/29/23</u>
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Darigold, Inc. (No. 145131)	TF-1	10/01/23	08/01/23

(1) Amendment incorporates the non-conforming provisions.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
IGI Resources, Inc. (No. 137605)	TF-1	10/13/09 02/17/23 (3)	10/28/09
Intermountain Gas Company 11/29/06 <u>11/29/23</u> (No. 100306)	TF-2	01/12/94 11/20/06 <u>09/13/23</u> (2)	
Intermountain Gas Company (No. 136288)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 136289)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 136290)	TF-1	11/20/07 09/29/09 (2)	06/29/12
Intermountain Gas Company (No. 142982)	TF-1	06/28/19	07/23/19
Intermountain Gas Company (No. 143037)	TF-1	08/14/19	10/01/19
Intermountain Gas Company (No. 143072)	TF-1	09/26/19	10/01/19
JP Morgan Chase Bank, N.A. (No. 144800)	TF-1	07/29/22	09/16/22
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07

(2) Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

(3) Original Service Agreement, as amended, restates the ROFR end date.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Occidental Energy Marketing Inc. (No. 124046)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124047)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124048)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No. 124049)	TF-1	07/02/99	02/02/00
Occidental Energy Marketing Inc. (No.137143)	TF-1	09/23/09	09/30/09
<u>Occidental Energy Marketing Inc. (No.145058)</u>	<u>TF-1</u>	<u>12/21/22</u>	<u>09/29/23</u>

Reserved For Future Use

~~Rate Schedule TF-1 Service Agreement~~

~~Contract No. 143255~~

-

~~THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Citadel Energy Marketing LLC (Shipper) is made and entered into on December 05, 2019 and restates the Service Agreement made and entered into on December 05, 2019.~~

-

~~WHEREAS:~~

- ~~A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity. Shipper was the successful bidder in the open bid process under All Shippers Letter 19-181 and has the option to extend the Primary Term End Date to October 31, 2022, in exchange for segmentation rights at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.~~
- ~~B. Transporter and Shipper desire to extend the Primary Term End Date to October 31, 2022 in exchange for the opportunity to acquire segmentation rights, pursuant to Section 25.5(c) of the General Terms and Conditions of Transporter's Tariff, at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.~~

-

-

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

- ~~1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.~~
- ~~2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified~~

~~transportation corridor.~~

- ~~3.—Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.~~
- ~~4.—Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.~~
- ~~5.—Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.~~
- ~~6.—Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.~~
- ~~7.—Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.~~
- ~~8.—Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.~~
- ~~9.—Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated December 05, 2019, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment~~

and/or Addendum to this agreement: None

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

-	-		
<u>Citadel Energy Marketing LLC</u>	-	<u>Northwest Pipeline LLC</u>	
<u>By: /S/</u>	-	<u>By: /S/</u>	
<u>Name: DAMON SUTER</u>	-	<u>Name: GARY VENZ</u>	
<u>Title: HEAD OF PHYSICAL GAS</u>	-	<u>Title: MANAGER MARKETING SERVICES</u>	
-			

EXHIBIT A

~~Dated December 05, 2019, Effective November 01, 2020~~

~~to the~~

~~Rate Schedule TF-1 Service Agreement~~

~~(Contract No. 143255)~~

~~between Northwest Pipeline LLC~~

~~and Citadel Energy Marketing LLC~~

SERVICE DETAILS

~~1. Transportation Contract Demand (CD): 45,000 Dth per day~~

~~2. Primary Receipt Point(s):~~

Point ID Name	Maximum Daily Quantities (Dth)	
187 STANFIELD RECEIPT	45,000	-
Total	45,000	-

~~3. Primary Delivery Point(s):~~

Point ID Name	Maximum Daily	Delivery Pressure

	Delivery Obligation (Dth)	(psig)	
- 3 IGNACIO DELIVERY	25,000	450	-
- 550 LAPLATA-TW	20,000	570	-
- - <u>Total</u>	45,000	-	-

~~Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None~~

~~4. Customer Category:~~

- ~~a. Large Customer~~
- ~~b. Incremental Expansion Customer: No~~

~~5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:~~

~~(Negotiated Rates are on Exhibit D if attached.)~~

- ~~a. Reservation Charge (per Dth of CD): 25% of Maximum Base Tariff Rate, plus applicable surcharges.~~
- ~~b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges~~
- ~~c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None~~
- ~~d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: The Reservation Charge will increase by an additional \$0.05 for each additional segment Shipper or any Replacement Shipper is awarded, other than the following segments: Stanfield to Kern River Muddy Creek, Opal to Clay Basin, Clay Basin to Ignacio/La Plata-TW. However, such increases will cease to apply once the Reservation Charge has reached the Maximum Base Tariff Rate. In no event will the Reservation Charge exceed the Maximum Base Tariff Rate.~~
- ~~e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable~~

~~6. Transportation Term:~~

- ~~a. Primary Term Begin Date: November 01, 2020~~
- ~~b. Primary Term End Date: October 31, 2022~~

~~Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None~~

~~e. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a)(iii) and (b)(iii) of Rate Schedule TF-1~~

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

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

~~8. Regulatory Authorization: 18 CFR 284.223~~

~~9. Additional Exhibits:~~

~~Exhibit B Yes~~

~~Exhibit C No~~

~~Exhibit D No~~

~~Exhibit E No~~

~~EXHIBIT B~~

~~Dated December 05, 2019, Effective November 01, 2020,~~

~~-~~

~~(subject to Commission acceptance)~~

~~to the~~

~~Rate Schedule TF-1 Service Agreement~~

~~(Contract No. 143255)~~

~~between Northwest Pipeline LLC~~

~~and Citadel Energy Marketing LLC~~

~~-~~

~~NON-CONFORMING PROVISIONS~~

~~In the event of a challenge by another party regarding the rates provided under this Agreement, and upon written request from Transporter, Shipper will file in support of the discount under the Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filed settlement. For rate cases that involve a pre-filed settlement, Shipper agrees to support the discount provided to shipper under the Agreement during the pre-settlement process and not to protest Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies.~~

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

**Tariff Record 10.C.2.1
Reserved For Future Use
Version 3.0.0**

Rate Schedule TF-1 Service Agreement
Contract No. 144762

—
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Citadel Energy Marketing LLC (Shipper) is made and entered into on July 14, 2022 and restates the Service Agreement made and entered into on July 11, 2022.

—
WHEREAS:

- A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity. Shipper was the successful bidder in the open bid process under All Shippers Letter 22-083 and has the option to extend the Primary Term End Date to October 31, 2025, in exchange for segmentation rights at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.
- B. Transporter and Shipper desire to extend the Primary Term End Date to October 31, 2025 in exchange for the opportunity to acquire segmentation rights, pursuant to Section 25.5(c) of the General Terms and Conditions of Transporter's Tariff, at the Kern River Muddy Creek Delivery Point, the Opal Receipt Point, the Clay Basin Delivery Point and the Clay Basin Receipt Point.

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

1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.

3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.
5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated July 11, 2022, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

Citadel Energy Marketing LLC	-	Northwest Pipeline LLC
By: /S/	-	By: /S/
Name: JIM VALLILLO	-	Name: GARY VENZ
Title: TRADING	-	Title: Director Commercial Services

EXHIBIT A

Dated July 14, 2022, Effective November 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144762)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

SERVICE DETAILS

1. Transportation Contract Demand (CD): 45,000 Dth per day

2. Primary Receipt Point(s):

<u>Point</u>	<u>ID Name</u>	<u>Maximum Daily Quantities (Dth)</u>
-	<u>187 STANFIELD RECEIPT</u>	<u>45,000</u>
-	<u>Total</u>	<u>45,000</u>

3. Primary Delivery Point(s):

<u>Point</u>	<u>ID Name</u>	<u>Maximum Daily Delivery Obligation (Dth)</u>	<u>Delivery Pressure (psig)</u>
-	<u>3 IGNACIO DELIVERY</u>	<u>25,000</u>	<u>450</u>
-	<u>550 LAPLATA-TW</u>	<u>20,000</u>	<u>570</u>
-	<u>Total</u>	<u>45,000</u>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: No

5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:

(Negotiated Rates are on Exhibit D if attached.)

a. Reservation Charge (per Dth of CD): \$0.1825, plus applicable surcharges

b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges

c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None

d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).

e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable

6. Transportation Term:

a. Primary Term Begin Date: November 01, 2023

b. Primary Term End Date: October 31, 2025

Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None

c. Evergreen Provision: No

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

None

8. Regulatory Authorization: 18 CFR 284.223

9. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D No

Exhibit E No

EXHIBIT B

Dated July 14, 2022, Effective November 01, 2023,

—

(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 144762)

between Northwest Pipeline LLC

and Citadel Energy Marketing LLC

—

NON-CONFORMING PROVISIONS

Shipper will not protest the rates provided under this Agreement in Transporter's rate case(s) filed under either Section 4 or 5 of the Natural Gas Act. If another party challenges the rates provided under this Agreement in Transporter's rate case(s) filed under either Section 4 or 5 of the Natural Gas Act, then upon written request from Transporter Shipper will file in support of the rates provided under this Agreement. For rate cases that involve pre-filed settlement negotiations, Shipper will support the rates provided under this Agreement during the pre-filed settlement process.

Rate Schedule TF-2 Service Agreement
Contract No. 100306

—
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Intermountain Gas Company (Shipper) is made and entered into on September 13, 2023 and restates the Service Agreement made and entered into on March 25, 2020.

—
WHEREAS:

- A. Shipper originally entered into Contract #100306 pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011 which unbundled the storage and redelivery transportation services, effective April 1, 1994.
- B. The storage redelivery service hereunder is related to that certain Rate Schedule SGS-2F service agreement (#100405) dated September 13, 2023.
- C. Significant events and amendments of Contract #100306 reflected in the contract restatement include:
 - 1. By Amendment dated November 1, 1999, Contract 100306 was modified to accommodate Shipper's request for additional storage redelivery transportation capacity related to its storage rights under SGS-2F Storage Service Agreement (100405) dated January 1, 1998, with the additional increment of capacity subject to a subordinate corridor rights condition to ensure Transporter's ability to meet pre-existing firm transportation obligation is not degraded.
 - 2. By Restatement dated November 20, 2006, Transporter and Shipper amended the Agreement to extend the Primary Term End Date from October 31, 2009 to March 31, 2024.
 - 3. By Restatement dated March 25, 2020, Transporter and Shipper amended the Agreement to extend the Primary Term End Date from March 31, 2024 to March 31, 2025.
 - 4. Transporter and Shipper desire to further amend the Agreement to extend the Primary Term End Date from March 31, 2025 to March 31, 2032.

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

- 1. Tariff Incorporation. Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2 , as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
- 2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.
- 3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) for Rate Schedule TF-2 set forth in the Statement of Rates in the Tariff, as revised from time to time, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 of the GT&C, Shipper agrees to the incremental facilities charge as set forth on Exhibit C.
- 4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.

5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.
8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated March 25, 2020, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

<p>— <u>Intermountain Gas Company</u> <u>By: /S/</u> <u>Name: RANDY SCHULTZ - IGI RESOURCES INC.</u> <u>Title: AGENT FOR INTERMOUNTAIN GAS CO</u> —</p>	<p>— <u>Northwest Pipeline LLC</u> <u>By: /S/</u> <u>Name: GARY VENZ</u> <u>Title: Director Commercial Services</u> —</p>
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EXHIBIT A
 Dated and Effective September 13, 2023
 to the
 Rate Schedule TF-2 Service Agreement
 (Contract No. 100306)
 between Northwest Pipeline LLC
 and Intermountain Gas Company

SERVICE DETAILS

1. Transportation Contract Demand: 30,337 Dth per day
2. Annual Contract Quantity: 1,092,099 Dth
3. Monthly Billing Quantity: 2,992 Dth
4. Primary Receipt Point:

<u>Point ID Name</u>	<u>Maximum Daily Quantity (Dth)</u>
— <u>235 JACKSON PRAIRIE RECEIPT</u>	— <u>30,337</u> —

- - Total 30,337

5. Primary Delivery Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Delivery Obligation (Dth)</u>	<u>Delivery Pressure (psig)</u>
<u>134 ABERDEEN</u>	<u>2,500</u>	<u>150</u>
<u>143 HANSEN</u>	<u>29</u>	<u>150</u>
<u>146 TWIN FALLS</u>	<u>8,000</u>	<u>250</u>
<u>151 GLENNS FERRY</u>	<u>100</u>	<u>150</u>
<u>157 IDAHO STATE PENITENTIARY</u>	<u>250</u>	<u>150</u>
<u>159 MERIDIAN/BOISE</u>	<u>492</u>	<u>150</u>
<u>161 CALDWELL</u>	<u>18,966</u>	<u>150</u>
<u>Total</u>	<u>30,337</u>	<u>-</u>

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

6. Recourse or Discounted Recourse Transportation Rates:

a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum Base Tariff Rate, plus applicable surcharges

b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges

c. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2:

Not Applicable

7. Transportation Term:

a. Primary Term Begin Date: April 01, 1994

b. Primary Term End Date: March 31, 2032

c. Evergreen Provisions: Yes, grandfathered unilateral evergreen under Section 14.3 of Rate Schedule TF-2

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

None

9. Regulatory Authorization: 18 CFR 284.223

10. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D No

Exhibit E No

EXHIBIT B

Dated and Effective September 13, 2023,
(subject to Commission acceptance)

to the
Rate Schedule TF-2 Service Agreement
(Contract No. 100306)
between Northwest Pipeline LLC
and Intermountain Gas Company

—
NON-CONFORMING PROVISIONS

The following provision was accepted as a non-conforming provision by the Commission on December 22, 1999 in Docket No. GT00-7:

Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

Section 14.1(d) (i) is modified to condition 350 Dths of Shipper's primary rights through any constraint point south of the Jackson Prairie Receipt Point on Exhibit "A" to have a scheduling priority which will be subordinate to the scheduling priority for any firm shipper with unconditional primary corridor rights through such constraint point.

O

Occidental Energy Marketing, Inc.

Rate Schedule TF-1 Service Agreement

Contract No. 145058

—
THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Occidental Energy Marketing, Inc. (Shipper) is made and entered into on December 21, 2022 and restates the Service Agreement made and entered into on December 16, 2022.

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WHEREAS:

A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity.

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

1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.
2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.
3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.
4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.
5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.
6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.
7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Service Agreement dated December 16, 2022, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None

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

-	-	-	-
<u>Occidental Energy Marketing, Inc.</u>	-	<u>Northwest Pipeline LLC</u>	-
<u>By: /S/</u>	-	<u>By: /S/</u>	-
<u>Name: ERIC HENDRY</u>	-	<u>Name: GARY VENZ</u>	-
<u>Title: EXECUTIVE DIRECTOR TRADING</u>	-	<u>Title: Director Commercial Services</u>	-
-			

EXHIBIT A

Dated December 21, 2022, Effective November 01, 2023

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145058)

between Northwest Pipeline LLC

and Occidental Energy Marketing, Inc.

SERVICE DETAILS

1. Transportation Contract Demand (CD): 60,000 Dth per day

2. Primary Receipt Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Quantities (Dth)</u>	-
- 187 STANFIELD RECEIPT	60,000	-
- - <u>Total</u>	<u>60,000</u>	-

3. Primary Delivery Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Delivery Obligation (Dth)</u>	<u>Delivery Pressure (psig)</u>	-
- 3 IGNACIO DELIVERY	60,000	450	-
- - <u>Total</u>	<u>60,000</u>	-	-

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None

4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: No

5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:

(Negotiated Rates are on Exhibit D if attached.)

a. Reservation Charge (per Dth of CD): \$0.20, plus applicable surcharges

b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges

c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None

d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: The Discount Rate remains applicable no matter which receipt and delivery locations are used by Shipper or by Replacement Shipper(s).

e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable

6. Transportation Term:

a. Primary Term Begin Date: November 01, 2023

b. Primary Term End Date: March 31, 2025

Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None

c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1

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

None

8. Regulatory Authorization: 18 CFR 284.223

9. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D No

Exhibit E No

EXHIBIT B

Dated December 21, 2022, Effective November 01, 2023,

(subject to Commission acceptance)

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145058)

between Northwest Pipeline LLC
and Occidental Energy Marketing, Inc.

—
NON-CONFORMING PROVISIONS

"In the event of a challenge by another party regarding the rates provided under this Agreement, and upon written request from Transporter, Shipper will file in support of the discount provided under this Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filing settlement. For rate cases that involve a pre-filing settlement, Shipper agrees to support the discount provided to Shipper under this Agreement during the pre-filing settlement process and not to protest Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under this Agreement applies."