

FORMS OF SERVICE AGREEMENT

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\* Applicable to all rate schedules.

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT

Rate Schedule TF-1 Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recital describing how Shipper acquired transportation capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule 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

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

Rate Schedule TF-1 Service Agreement (Continued)

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.

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

Rate Schedule TF-1 Service Agreement (Continued)

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

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Base Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule TF-1 Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Transportation Contract Demand (CD): \_\_\_\_\_ Dth per day

2. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantities (Dth)
Total		

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
Total			

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

4. Customer Category:

a. [Large Customer]

(or)

[Small Customer (subject to temporary conversion to Large Customer  
under Section 2.1(d) of Rate Schedule TF-1)]

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

[Base Contract Version]

EXHIBIT A (Continued)

- b. Incremental Expansion Customer: [No]  
(or)  
[Yes, Columbia Gorge Expansion]  
(or)  
[Yes, 25-Year Evergreen Expansion]

5. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:  
(Negotiated Rates are on Exhibit D if attached.)

- a. Reservation Charge (per Dth of CD):

[Maximum Base Tariff Rate, plus applicable surcharges]

(or discounted rate(s) using one or more of the following options, as many times as needed)

[[ \$\_\_\_\_\_, plus applicable surcharges] (or) [\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges][.] (or) [from [date] through [date]].

(or)

[Not Applicable] (for use when Customer Category is Small Customer)

- b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]  
(or)  
[ \$\_\_\_\_\_, plus applicable surcharges]

- c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): [None]  
(or)  
[Maximum]  
(or)  
[ \$\_\_\_\_\_]

- d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: [Not Applicable] (or) [(Description)]
- e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: [Not Applicable] (or) [[During the Negotiated Rates Period as outlined on Exhibit D of the agreement, subsections a. through d. above will not apply] (and/or) [(Description)]]

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

[Base Contract Version]

EXHIBIT A (Continued)

6. Transportation Term:

a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service  
date of the required new \_\_\_\_\_  
facilities or (Date)]

b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a  
specified event)]  
(and)

Specified conditional service agreement extensions pursuant to  
Section 11.9 of the General Terms and Conditions of the Tariff:  
[None] (or) [(Description)].

c. Evergreen Provision: [No]  
(or)  
[Yes, standard unilateral evergreen  
under Section 12.1 of Rate Schedule TF-1]  
(or)  
[Yes, standard bi-lateral evergreen under  
Section 12.2 [(a)(i) and (b)(i)] (or)  
[(a)(ii) and (b)(ii)] (or) [(a)(iii) and  
(b)(iii)] of Rate Schedule TF-1]  
(or)  
[Yes, grandfathered unilateral evergreen  
under Section 12.3 of Rate Schedule TF-1]  
(or)  
[Yes, see Exhibit B]

7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of  
a Contract-Specific OFO: [None]  
(or)

(	Time Period	Quantity	Transmission Corridor
	(Date) to	Up to _____ Dth per day	(Point) to (Point)
	[(Date) (or)		
	Agreement Termination Date]		
	(and) / (or)		
	[(Description)].		

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

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

[Base Contract Version]

EXHIBIT A (Continued)

9. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
10. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit C [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]  
Exhibit E [No] (or) [Yes]



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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

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

(Releasing Shipper/Contract No.: \_\_\_\_\_)

SERVICE DETAILS

1. Transportation Contract Demand (CD): \_\_\_\_\_ Dth per day

2. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantity (Dth)
Total		

3. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
Total			

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

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: [No]  
(or)  
[Yes, Columbia Gorge Expansion]  
(or)  
[Yes, 25-Year Evergreen Expansion]

5. Transportation Rates:

[Use the version of a.[1], a.[2], a.[3], or a.[4] that applies.]

a.[1] Awarded Reservation Charge (per Dth of CD):  
[Maximum Base Tariff Rate, plus applicable surcharges] (or)  
[\$\_\_\_\_\_, plus applicable surcharges] (or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]

Awarded CRM Surcharge (per Dth of CD):  
[Maximum CRM Surcharge Rate] (or)  
[\$\_\_\_\_\_] (or)  
[\_\_\_\_\_%] of CRM Surcharge Rate (or)  
[none]

(or)

a.[2] Awarded Volumetric Bid Reservation Charge (per Dth):  
[Maximum Base Tariff Rate, plus applicable surcharges] (or)  
[\$\_\_\_\_\_, plus applicable surcharges] (or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]  
(or)  
[[Maximum Base Tariff Rate, plus applicable surcharges] (or)  
[\$\_\_\_\_\_, plus applicable surcharges], (or) [\_\_\_\_\_% of Maximum  
Base Tariff Rate, plus applicable surcharges] and an amount  
pursuant to Section 3.3(c) of Rate Schedule TF-1 using a minimum  
average load factor volumetric commitment of \_\_\_\_%]

(or)

a.[3] Awarded Index-Based Rate Charge (per Dth of CD):  
[(Index-Based Rate reference 1 multiplier)\*(Index-Based Rate  
index reference 1)(+ or -)(Index-Based Rate reference 2  
multiplier)\*(Index-Based Rate reference 2)(+ or -)(Index-Based  
Rate formula variable), plus applicable surcharges.

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

Index-Based Rate Floor: (Insert dollars and cents value not less than Transporter's minimum reservation rate that is the lowest rate acceptable to Releasing Shipper.)

Index-Based Rate Default: (Insert non-biddable rate, not less than the rate floor, to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed.)]

(or)

- a.[4] [See Index-Based Rate Unique Formula specified by Releasing Shipper in Section 12 of this Exhibit A.]
- b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges] (or) [\$\_\_\_\_\_, plus applicable surcharges]
- c. Awarded Additional Facility Reservation Surcharge pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): [None] (or) [Maximum] (or) [\$\_\_\_\_\_]
- d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: [Not Applicable] (or) [The following rate discount condition from Releasing Shipper's Contract No. (insert number) shall apply to this Agreement as follows: (insert the same discount condition from the Releasing Shipper's contract, as modified only by the awarded rate that will apply).]
6. Transportation Term: Begin Date: \_\_\_\_\_  
Nomination Cycle: \_\_\_\_\_  
End Date: \_\_\_\_\_
7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO: [None]  
(or)
- |   |                             |                         |                       |
|---|-----------------------------|-------------------------|-----------------------|
| ( | Time Period                 | Quantity                | Transmission Corridor |
|   | (Date) to                   | Up to _____ Dth per day | (Point) to (Point)    |
|   | [(Date) (or)                |                         |                       |
|   | Agreement Termination Date] |                         |                       |
- (and) / (or)  
[(Description)].
8. Subordinate rights apply as defined in GT&C Section 1 Secondary Firm Service Rights with a Scheduling and Curtailment Priority per GT&C Section 12.1(b)(ii): [Yes] (or) [No]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

9. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
10. Additional Exhibits: Exhibit B {Yes} (or) [No]  
Exhibit C [Yes] (or) [No]
11. Standard Capacity Release Conditions:
- a. Releasing Shipper's recall rights:  
[Use the version of i.[1] or i.[2] that applies]
    - i.[1] [Released capacity may not be recalled.]  
(or)
    - i.[2] [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or)  
[Intraday 3] nomination cycle applicable to the initial  
day of the capacity recall.]
    - ii. Recall notification: [Allowed on any day] (or) [Allowed  
only on a Business Day] (or) [Not Applicable]
    - iii. Recall provisions in Section 22.2(a)(2) of the General  
Terms and Conditions of Transporter's Tariff also apply:  
[Yes] (or) [No]
    - iv. Recall provisions in Section 22.2(a)(3) of the General  
Terms and Conditions of Transporter's Tariff also apply:  
[Yes] (or) [No]
  - b. Reput rights: [Yes] (or) [No]
  - c. Primary Receipt Point may be changed through amendment:  
[Yes] (or) [No]
  - d. Primary Delivery Point may be changed through amendment:  
[Yes] (or) [No]
  - e. Re-releasable: [Yes] (or) [No]
  - f. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of AMA Replacement Shipper]]

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

[Temporary Capacity Release Replacement Contract Version]

Exhibit A (Continued)

12. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [Description]

13. Index-Based Rate Unique Formula specified by Releasing Shipper: [None] or [Description]

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

EXHIBIT B

[(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 \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

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

INCREMENTAL FACILITIES PAYMENT OBLIGATION

1. DESCRIPTION OF FACILITIES:

The facilities contemplated by Section 21 or 29 of the GT&C to  
provide service under this agreement include the following:  
(description of project)

2. RESPONSIBILITY FOR FACILITIES COSTS:

Pursuant to Section 21 or 29 of the GT&C, Shipper is responsible  
to pay for the facilities described above and has elected the payment  
option set forth below.

3. TERMS AND CONDITIONS OF FACILITIES PAYMENT:

a. Type of Charge: \_\_\_\_\_.

[Incremental facilities charge] (or) [Description of other  
payment method agreed to by Transporter and Shipper pursuant  
to Section 21.5 or 29.4]

b. Charge \$\_\_\_\_\_.

(Describe the basis of the charges(s) and true-up or  
adjustment provisions, if any, for the stated charge.)

c. Term of Charge: \_\_\_\_\_.

(Contract term or a term agreed to between the parties,  
whichever is shorter.)

d. Accelerated Payment: [Description of accelerated payment provision]  
(or) [None]

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)



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

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

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and  
Conditions:

FORM OF SERVICE AGREEMENT AMENDMENT

Rate Schedule \_\_\_\_\_ Service Agreement Amendment

Contract No. \_\_\_\_\_

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

THIS AMENDMENT by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_.

WHEREAS:

A. Transporter and Shipper are parties to that certain Rate Schedule \_\_\_\_\_ Service Agreement dated \_\_\_\_\_ and assigned Contract No. \_\_\_\_\_ (Agreement).

B. Transporter and Shipper desire to amend the Agreement to [summary of Agreement revisions].

C. [Insert additional recitals as appropriate to memorialize the context of the Amendment.]

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

1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.

2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ADDENDUM TO SERVICE AGREEMENT

Due to a Merger, Acquisition, Name Change or Assignment

(Dated \_\_\_\_\_)  
(Contract No. \_\_\_\_\_ (Agreement))  
(Rate Schedule \_\_\_\_\_)

Pursuant to Section 11.5 of the General Terms and Conditions of Transporter's Tariff, this Agreement is modified as follows:

Effective \_\_\_\_\_, [New Shipper] replaces [Original Shipper] as the [contract holder] (or) [Releasing Shipper] (or) [contract holder and Releasing Shipper] of this capacity due to a(n) [Merger] (or) [Acquisition] (or) [Name Change] (or) [Assignment].

ADDENDUM TO SERVICE AGREEMENT  
Due to a Permanent Release of Capacity

(Dated \_\_\_\_\_)  
(Contract No. \_\_\_\_\_ (Agreement))  
(Rate Schedule \_\_\_\_\_)

Pursuant to Section 22.12 of the General Terms and Conditions of  
Transporter's Tariff, this Agreement is modified as follows:

(To Be Added to the Releasing Shipper's Base or Temporary Capacity Release  
Service Agreement in the Event such Releasing Shipper Permanently Releases  
All or a Portion of its [Transportation Contract Demand] (or) [Storage Demand  
and Storage Capacity])

Pursuant to Offer Number \_\_\_\_\_, effective \_\_\_\_\_, [Original  
Shipper] has permanently released all or a portion of the  
[Transportation Contract Demand] (or) [Storage Demand and Storage  
Capacity] underpinning this Agreement to [New Shipper].  
Therefore, this Agreement is [terminated] (or) [modified to  
reflect the terms contained in such Offer, including the  
reduction of [Transportation Contract Demand by \_\_\_\_\_ Dth/d] (or)  
[Storage Demand by \_\_\_\_\_ Dth/d and Storage Capacity by  
\_\_\_\_\_ Dth]]. [New Shipper's] Service Agreement number is \_\_\_\_\_.

(To Be Added to the Replacement Shipper's Temporary Capacity Release Service  
Agreement in the Event that the Related Releasing Shipper Permanently  
Releases All of its [Transportation Contract Demand] (or) [Storage Demand and  
Storage Capacity] which is Encumbered by such Replacement Shipper's Temporary  
Capacity Release Transaction)

Pursuant to Offer Number \_\_\_\_\_, effective \_\_\_\_\_, [New  
Shipper] replaces [Original Shipper] as the Releasing Shipper for  
the [Transportation Contract Demand] (or) [Storage Demand and  
Storage Capacity] underpinning this Agreement due to a permanent  
capacity release transaction. Additionally, the original Service  
Agreement number \_\_\_\_\_ has been replaced with new Service  
Agreement number \_\_\_\_\_.

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 \_\_\_\_\_.

ADDENDUM TO SERVICE AGREEMENT  
Due to the Termination of the Agreement

[Dated \_\_\_\_\_]  
[Contract No. \_\_\_\_\_ (Agreement)]

Pursuant to the evergreen provision of the Agreement, as more fully described in the applicable evergreen provisions section of Rate Schedule [\_\_\_\_\_] of Transporter's Tariff, this Agreement is modified as follows:

[Shipper] (or) [Transporter] provided notice that this Agreement will terminate at the end of gas day [(Date)].

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE TI-1 SERVICE AGREEMENT

Rate Schedule TI-1 Service Agreement  
Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule TI-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TI-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 an interruptible basis. The Maximum Daily Quantity of natural gas and the receipt and delivery points 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 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 Rate Schedule TI-1 will apply to service hereunder unless and to the extent that negotiated rates apply as set forth on Exhibit D. Notwithstanding the foregoing, a temporary discounted Recourse Rate may apply pursuant to the terms set forth on a Rate Schedule TI-1 Temporary Discount form.

4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation



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

Rate Schedule TI-1 Service Agreement (Continued)

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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

Rate Schedule TI-1 Service Agreement (Continued)

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A

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

SERVICE DETAILS

1. Maximum Daily Quantity: \_\_\_\_\_ Dth per day
2. Receipt Point(s): [All Transportation Receipt Points]  
(or)  
[(List points by point ID and name)]
3. Delivery Point(s): [All Transportation Delivery Points]  
(or)  
[(List points by point ID and name)]
4. Transportation Term:
  - a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service  
date of the required new \_\_\_\_\_  
facilities or (Date)]
  - b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a  
specified event)]
  - c. Evergreen Provision: [No]  
(or)  
[Yes, see Section 8 of Rate Schedule TI-1]  
(or)  
[Yes, see Exhibit B]

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

EXHIBIT A (Continued)

5. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
6. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

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

EXHIBIT B

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

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

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

NON-CONFORMING PROVISIONS

RESERVED FOR FUTURE USE

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

EXHIBIT D

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

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

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

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule TI-1)

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT

Rate Schedule SGS-2F Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

- A. [Insert recital describing how Shipper acquired storage capacity.]
- B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule SGS-2F and the General Terms and Conditions (GT&C) that apply to Rate Schedule SGS-2F, 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. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to inject, store and withdraw natural gas for Shipper, on a firm basis. Shipper may request Transporter to withdraw volumes in excess of Shipper's Storage Demand on a best-efforts basis as provided in Rate Schedule SGS-2F. The Storage Demand and Storage Capacity are set forth on Exhibit A.
3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 SGS-2F 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.



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

Rate Schedule SGS-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 and the amount of the Releasing Shipper's Working Gas Quantity released to Shipper for the initial Storage Cycle, 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 SGS-2F SERVICE AGREEMENT  
(Continued)

Rate Schedule SGS-2F Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Northwest Pipeline LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

[Base Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule SGS-2F Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

SERVICE DETAILS

1. Customer Category: [Pre-Expansion Shipper] or [Expansion Shipper]
2. Storage Demand: \_\_\_\_\_ Dth per day
3. Storage Capacity: \_\_\_\_\_ Dth

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

[Base Contract Version]

EXHIBIT A (Continued)

4. Recourse or Discounted Recourse Storage Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Demand Charge (per Dth of Storage Demand):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Capacity Demand Charge (per Dth of Storage Capacity):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - c. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule SGS-2F: [Not Applicable] (or) [(Description)]
5. Service Term:
  - a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service date of the  
required new \_\_\_\_\_ facilities or (Date)]

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

[Base Contract Version]

EXHIBIT A (Continued)

- b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a  
specified event)]
- c. Evergreen Provision: [No]  
(or)  
[Yes, standard unilateral evergreen  
under Section 15.1 of Rate Schedule SGS-2F]  
(or)  
[Yes, standard bi-lateral evergreen under  
Section 15.2 [(a) (i) and (b) (i)] (or)  
[(a) (ii) and (b) (ii)] of Rate Schedule SGS-  
2F]  
(or)  
[Yes, grandfathered unilateral evergreen  
under Section 15.3 of Rate Schedule SGS-2F]
6. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
7. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule SGS-2F Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

(Releasing Shipper/Contract No.: \_\_\_\_\_)

SERVICE DETAILS

1. Customer Category: [Pre-Expansion Shipper] or [Expansion Shipper]
2. Storage Demand: \_\_\_\_\_ Dth per day
3. Storage Capacity: \_\_\_\_\_ Dth

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

4. Working Gas Quantity for Replacement Shipper's initial Storage Cycle:  
\_\_\_\_\_ Dth

5. Storage Rates:  
(Use the applicable version of (a) and (b))

a. Awarded Demand Charge (per Dth of Storage Demand):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]  
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]

b. Awarded Capacity Demand Charge (per Dth of Storage Capacity):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]  
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]

(or)

a. Awarded Volumetric Bid Withdrawal Charge (per Dth of withdrawals):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]  
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]

b. Awarded Volumetric Bid Storage Charge (per Dth of Shipper's Working Gas Inventory):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]  
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Service Term:
  - a. Begin Date: \_\_\_\_\_ Nomination Cycle: \_\_\_\_\_
  - b. End Date: \_\_\_\_\_
7. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
8. Additional Exhibits: Exhibit B [No] (or) [Yes]
9. Standard Capacity Release Conditions:
  - a. Releasing Shipper's recall rights:
    - i. [Released capacity may not be recalled.]  
(or)
    - i. [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or)  
[Intraday 3] nomination cycle applicable to the initial day  
of the capacity recall.]
    - ii. Recall notification: [Allowed on any day] (or) [Allowed  
only on a Business Day] (or) [Not Applicable]
  - b. Reput rights: [Yes] (or) [No]
  - c. Re-releasable: [Yes] (or) [No]
  - d. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of the AMA Replacement Shipper]]
10. Additional Capacity Release Conditions pursuant to Section 22.7(k) of  
the GT&C: [None] or [(Description)]



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

EXHIBIT B

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

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

to the  
Rate Schedule SGS-2F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

EXHIBIT D

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

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

to the  
Rate Schedule SGS-2F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.4 of Rate Schedule SGS-2F)

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT

Rate Schedule SGS-2I Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule SGS-2I and the General Terms and Conditions (GT&C) that apply to Rate Schedule SGS-2I, 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. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to inject, store and withdraw natural gas for Shipper, on an interruptible basis. The Interruptible Storage Capacity is set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule SGS-2I will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT  
(Continued)

Rate Schedule SGS-2I 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 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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT  
(Continued)

Rate Schedule SGS-2I Service Agreement (Continued)

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Northwest Pipeline LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT  
(Continued)

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule SGS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Interruptible Storage Capacity: \_\_\_\_\_ Dth
2. Recourse or Discounted Recourse Storage Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Volumetric Charge (per Dth of Shipper's Working Gas Inventory):  
[Maximum Base Tariff Rate]  
(or)  
[\$ \_\_\_\_\_]
  - b. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule SGS-2I: [Not Applicable] (or) [(Description)]
3. Service Term:
  - a. Primary Term Begin Date: [(Date)] (or) [Upon the later of  
the actual in-service date of the  
required new \_\_\_\_\_ facilities  
or (Date)]
  - b. Primary Term End Date: [(Date)] (or) [(Specified period  
before or after a specified event)]
  - c. Evergreen Provision:  
[No]  
(or)  
[Yes, see Section 9.1 of Rate Schedule SGS-2I]
4. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
5. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT  
(Continued)

EXHIBIT B

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

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

to the  
Rate Schedule SGS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE SGS-2I SERVICE AGREEMENT  
(Continued)

EXHIBIT D

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

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

to the  
Rate Schedule SGS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule SGS-2I)



RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT

Rate Schedule LS-2F Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

- A. [Insert recital describing how Shipper acquired storage capacity.]
- B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule LS-2F and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-2F, 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. **Storage Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on a firm basis. The Storage Demand and Storage Capacity are set forth on Exhibit A.
3. **Storage Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule LS-2F 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.

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

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

Rate Schedule LS-2F Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Base Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule LS-2F Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

SERVICE DETAILS

1. Storage Demand: \_\_\_\_\_ Dth per day
2. Storage Capacity: \_\_\_\_\_ Dth
3. Recourse or Discounted Recourse Storage Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Demand Charge (per Dth of Storage Demand):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Capacity Demand Charge (per Dth of Storage Capacity):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - c. Liquefaction Charge (per Dth): Maximum Base Tariff Rate
  - d. Vaporization Charge (per Dth): Maximum Base Tariff Rate
  - e. Rate Discount Conditions Consistent with Section 3.3 of Rate  
Schedule LS-2F: [Not Applicable] (or) [(Description)]

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

[Base Contract Version]

EXHIBIT A (Continued)

4. Service Term:
- a. Primary Term Begin Date: [(Date)] (or) [Upon the later of the actual in-service date of the required new \_\_\_\_\_ facilities or (Date)]
  - b. Primary Term End Date: [(Date)] (or) [(Specified period before or after a specified event)]
  - c. Evergreen Provision:
    - [No]
    - (or)
    - [Yes, five year notice unilateral evergreen under Section 11.1 of Rate Schedule LS-2F]
    - (or)
    - [Yes, one year notice unilateral evergreen under Section 11.2 of Rate Schedule LS-2F]
    - (or)
    - [Yes, bi-lateral evergreen under Section 11.3 [(a) (i) and (b) (i)] (or) [(a) (ii) and (b) (ii)] of Rate Schedule LS-2F]
5. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
6. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]



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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule LS-2F Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

(Releasing Shipper/Contract No.: \_\_\_\_\_)

SERVICE DETAILS

1. Storage Demand: \_\_\_\_\_ Dth per day

2. Storage Capacity: \_\_\_\_\_ Dth

3. Storage Rates:

(Use the applicable version of (a) and (b))

a. Awarded Demand Charge (per Dth of Storage Demand):

[Maximum Base Tariff Rate]

(or)

[\$\_\_\_\_\_]

(or)

[\_\_\_\_\_ % of Maximum Base Tariff Rate]

b. Awarded Capacity Demand Charge (per Dth of Storage Capacity):

[Maximum Base Tariff Rate]

(or)

[\$\_\_\_\_\_]

(or)

[\_\_\_\_\_ % of Maximum Base Tariff Rate]

(or)

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

- a. Awarded Volumetric Bid Vaporization Demand-Related Charge  
(per Dth delivered):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]   
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]
  - b. Awarded Volumetric Bid Storage Capacity Charge (per Dth of Storage  
Capacity Balance):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]   
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]
  - c. Liquefaction Charge (per Dth): Maximum Base Tariff Rate
  - d. Vaporization Charge (per Dth): Maximum Base Tariff Rate
4. Service Term:
- a. Begin Date: \_\_\_\_\_  
Nomination Cycle: \_\_\_\_\_
  - b. End Date: \_\_\_\_\_
5. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Additional Exhibits: Exhibit B [No] (or) [Yes]
7. Standard Capacity Release Conditions:
  - a. Releasing Shipper's recall rights:
    - i. [Released capacity may not be recalled.]  
(or)
    - i. [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or)  
[Intraday 3] nomination cycle applicable to the initial day  
of the capacity recall.]
    - ii. Recall notification: [Allowed on any day] (or) [Allowed only  
on a Business Day] (or) [Not Applicable]
  - b. Reput rights: [Yes] (or) [No]
  - c. Re-releasable: [Yes] (or) [No]
  - d. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of AMA Replacement Shipper]]
8. Additional Capacity Release Conditions pursuant to Section 22.7(k) of  
the GT&C: [None] or [(Description)]

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

EXHIBIT B

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

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

to the  
Rate Schedule LS-2F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

EXHIBIT D

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

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

to the  
Rate Schedule LS-2F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.4 of Rate Schedule LS-2F)

FORM OF RATE SCHEDULE LS-2I SERVICE AGREEMENT

Rate Schedule LS-2I Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule LS-2I and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-2I, 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. Storage Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and vaporize natural gas for Shipper, on an interruptible basis. The Storage Capacity is set forth on Exhibit A.

3. Storage Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule LS-2I will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

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

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

Rate Schedule LS-2I Service Agreement (Continued)

established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the 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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A

[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule LS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Storage Capacity: \_\_\_\_\_ Dth
2. Recourse or Discounted Recourse Storage Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Volumetric Charge (per Dth of Shipper's Working Gas Inventory):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule LS-2I: [Not Applicable] (or) [(Description)]
3. Service Term:
  - a. Primary Term Begin Date: [(Date)] (or) [Upon the later of the  
actual in-service date of the required  
new \_\_\_\_\_ facilities or (Date)]
  - b. Primary Term End Date: [(Date)] (or) [(Specified period before  
or after a specified event)]
  - c. Evergreen Provision:  
[No]  
(or)  
[Yes, see Section 10.1 of Rate Schedule LS-2I]
4. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
5. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]



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

EXHIBIT B

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

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

to the  
Rate Schedule LS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

EXHIBIT D

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

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

to the  
Rate Schedule LS-2I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule LS-2I)

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE LS-3F SERVICE AGREEMENT

Rate Schedule LS-3F Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

- A. [Insert recital describing how Shipper acquired storage capacity.]
- B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule LS-3F and the General Terms and Conditions (GT&C) that apply to Rate Schedule LS-3F, 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. **Services.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy, store in liquid phase, and either vaporize natural gas for on-system delivery or deliver LNG to off-system delivery points directly connected to the Plymouth LNG Facility storage tanks for Shipper, on a firm basis. The Storage Demand and Storage Capacity are set forth on Exhibit A.
3. **Storage Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule LS-3F 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.

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. 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)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Base Contract Version]

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule LS-3F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Storage Demand: \_\_\_\_\_ Dth per day
4. Storage Capacity: \_\_\_\_\_ Dth
5. Recourse or Discounted Recourse Storage Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Demand Charge (per Dth of Storage Demand):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Capacity Demand Charge (per Dth of Storage Capacity):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - c. Liquefaction Charge (per Dth): Maximum Base Tariff Rate, subject  
to true-up pursuant to Section 14.20 of the GT&C
  - d. Vaporization Charge (per Dth): Maximum Base Tariff Rate
  - e. Rate Discount Conditions Consistent with Section 3.3 of Rate  
Schedule LS-3F: [Not Applicable] (or) [(Description)]

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

[Base Contract Version]

EXHIBIT A (Continued)

4. Service Term:
- a. Primary Term Begin Date: [(Date)] (or) [Upon the later of the actual in-service date of the required new \_\_\_\_\_ facilities or (Date)]
  - b. Primary Term End Date: [(Date)] (or) [(Specified period before or after a specified event)]
  - c. Evergreen Provision:
    - [No]
    - (or)
    - [Yes, five year notice unilateral evergreen under Section 12.1 of Rate Schedule LS-3F]
    - (or)
    - [Yes, one year notice unilateral evergreen under Section 12.2 of Rate Schedule LS-3F]
    - (or)
    - [Yes, bi-lateral evergreen under Section 12.3 [(a) (i) and (b) (i)] (or) [(a) (ii) and (b) (ii)] of Rate Schedule LS-3F]
5. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
6. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]



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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule LS-3F Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

(Releasing Shipper/Contract No.: \_\_\_\_\_)

SERVICE DETAILS

3. Storage Demand: \_\_\_\_\_ Dth per day

4. Storage Capacity: \_\_\_\_\_ Dth

3. Storage Rates:

(Use the applicable version of (a) and (b))

a. Awarded Demand Charge (per Dth of Storage Demand):

[Maximum Base Tariff Rate]

(or)

[\$\_\_\_\_\_]

(or)

[\_\_\_\_\_ % of Maximum Base Tariff Rate]

b. Awarded Capacity Demand Charge (per Dth of Storage Capacity):

[Maximum Base Tariff Rate]

(or)

[\$\_\_\_\_\_]

(or)

[\_\_\_\_\_ % of Maximum Base Tariff Rate]

(or)

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

- a. Awarded Volumetric Bid Vaporization Demand-Related Charge  
(per Dth delivered):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_] (or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]
  - b. Awarded Volumetric Bid Storage Capacity Charge (per Dth of Storage  
Capacity Balance):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_] (or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate]
  - c. Liquefaction Charge (per Dth): Maximum Base Tariff Rate, subject  
to true-up pursuant to Section 14.20 of the GT&C
  - d. Vaporization Charge (per Dth): Maximum Base Tariff Rate
4. Service Term:
- a. Begin Date: \_\_\_\_\_  
Nomination Cycle: \_\_\_\_\_
  - b. End Date: \_\_\_\_\_
5. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Additional Exhibits: Exhibit B [No] (or) [Yes]
7. Standard Capacity Release Conditions:
  - a. Releasing Shipper's recall rights:
    - i. [Released capacity may not be recalled.]  
(or)
    - i. [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or  
[Intraday 3] nomination cycle applicable to the initial day  
of the capacity recall.]
    - ii. Recall notification: [Allowed on any day] (or) [Allowed only  
on a Business Day] (or) [Not Applicable]
  - b. Reput rights: [Yes] (or) [No]
  - c. Re-releasable: [Yes] (or) [No]
  - d. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of AMA Replacement Shipper]]
8. Additional Capacity Release Conditions pursuant to Section 22.7(k) of  
the GT&C: [None] or [(Description)]

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

EXHIBIT B

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

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

to the  
Rate Schedule LS-3F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

EXHIBIT D

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

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

to the  
Rate Schedule LS-3F Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.4 of Rate Schedule LS-3F)

RESERVED FOR FUTURE USE

FORM OF RATE SCHEDULE LD-4I SERVICE AGREEMENT

Rate Schedule LD-4I Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule LD-4I and the General Terms and Conditions (GT&C) that apply to Rate Schedule LD-4I, 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. Liquefaction Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to liquefy natural gas and deliver the liquefied natural gas for Shipper to off-system delivery points directly connected to the Plymouth LNG liquefiers, on an interruptible basis.

3. Service Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule LD-4I will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

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

FORM OF RATE SCHEDULE LD-4I SERVICE AGREEMENT  
(Continued)

Rate Schedule LD-4I Service Agreement (Continued)

established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the 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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



FORM OF RATE SCHEDULE LD-4I SERVICE AGREEMENT  
(Continued)

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule LD-4I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Recourse or Discounted Recourse Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. Volumetric Charge (per Dth):  
[Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Liquefaction Charge (per Dth): Maximum Base Tariff Rate, subject  
to true-up pursuant to Section 14.20 of the GT&C
  - c. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule LD-4I: [Not Applicable] (or) [(Description)]
2. Service Term:
  - a. Primary Term Begin Date: [(Date)] (or) [Upon the later of the  
actual in-service date of the required  
new \_\_\_\_\_ facilities or (Date)]
  - b. Primary Term End Date: [(Date)] (or) [(Specified period before  
or after a specified event)]
  - c. Evergreen Provision:  
[No]  
(or)  
[Yes, see Section 7 of Rate Schedule LD-4I]
3. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
4. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

FORM OF RATE SCHEDULE LD-4I SERVICE AGREEMENT  
(Continued)

EXHIBIT B

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

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

to the  
Rate Schedule LD-4I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE LD-4I SERVICE AGREEMENT  
(Continued)

EXHIBIT D

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

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

to the  
Rate Schedule LD-4I Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.3 of Rate Schedule LD-4I)

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT

Rate Schedule TF-2 Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

- A. [Insert recital describing how Shipper acquired transportation capacity.]
- B. [Insert recital describing the Shipper's related firm storage service or firm storage ownership.]
- C. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule 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

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

Rate Schedule TF-2 Service Agreement (Continued)

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.

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

Rate Schedule TF-2 Service Agreement (Continued)

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

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

[Base Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule TF-2 Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Transportation Contract Demand: \_\_\_\_\_ Dth per day
2. Annual Contract Quantity: \_\_\_\_\_ Dth
3. Monthly Billing Quantity: \_\_\_\_\_ Dth
4. Primary Receipt Point:

Point ID	Name	Maximum Daily Quantity (Dth)
Total		

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

5. Primary Delivery Point(s):

(Show the following if Plymouth LNG is the Receipt Point.)

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

(or)

(Show the following if Plymouth LNG is not the Receipt Point.)

[		Maximum Daily		]
[		Delivery	Delivery	]
[		Obligation	Pressure	]
[	Point ID	Name	(Dth)	(psig)

\_\_\_\_\_  
Total

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



FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

6. Recourse or Discounted Recourse Transportation Rates:  
(Show "Not Applicable" if Exhibit D is attached.)
- a. Reservation Charge (per Dth of Monthly Billing Quantity):  
[Maximum Base Tariff Rate, plus  
applicable surcharges]  
(or)  
[\$\_\_\_\_\_, plus applicable surcharges]
- b. Volumetric Charge (per Dth):  
[Maximum Base Tariff Rate, plus  
applicable surcharges]  
(or)  
[\$\_\_\_\_\_, plus applicable surcharges]
- c. Rate Discount Conditions Consistent with Section 3.3 of Rate  
Schedule TF-2: [Not Applicable] (or) [(Description)]
7. Transportation Term:
- a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service  
date of the required new \_\_\_\_\_  
facilities or (Date)]
- b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a  
specified event)]
- c. Evergreen Provision: [No]  
(or)  
[Yes, standard unilateral evergreen under  
Section 14.1 of Rate Schedule TF-2]  
(or)  
[Yes, standard bi-lateral evergreen under  
Section 14.2 [(a) (i) and (b) (i)] (or)  
[(a) (ii) and (b) (ii)] of Rate Schedule TF-2]  
(or)  
[Yes, grandfathered unilateral evergreen  
under Section 14.3 of Rate Schedule TF-2]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT (Continued)

[Base Contract Version]

EXHIBIT A (Continued)

8. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of  
a Contract-Specific OFO: [None]

(or)

{	Time Period	Quantity	Transmission Corridor
	(Date) to	Up to _____ Dth per day	(Point) to (Point)
	[(Date) (or)		
	Agreement Termination Date]		
	(and) / (or)		
	[(Description)].		

9. Regulatory Authorization: [18 CFR 284.223]

(or)

[18 CFR 284.102, on behalf of \_\_\_\_\_]

10. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit C [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]  
Exhibit E [No] (or) [Yes]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_  
(Releasing Shipper/Contract: \_\_\_\_\_)

SERVICE DETAILS

1. Transportation Contract Demand: \_\_\_\_\_ Dth per day
2. Annual Contract Quantity: \_\_\_\_\_ Dth
3. Monthly Billing Quantity: \_\_\_\_\_ Dth
4. Primary Receipt Point:

Point ID	Name	Maximum Daily Quantity (Dth)
<hr/>		
Total		

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

5. Primary Delivery Point(s):

(Show the following if Plymouth LNG is the Receipt Point.)

[Delivery of natural gas by Transporter to Shipper shall be at or near the points whose locations are described in Releasing Shipper's currently effective Service Agreement (Contract No. \_\_\_\_\_) under Rate Schedule TF-1.]

(or)

(Show the following if Plymouth LNG is not the Receipt Point.)

[		Maximum Daily		]
[		Delivery	Delivery	]
[		Obligation	Pressure	]
[	Point ID	Name	(Dth)	(psig)

\_\_\_\_\_  
Total

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

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

6. Transportation Rates:

[Use the version of "Reservation Charge" in "a." which applies.]

a. Awarded Reservation Charge (per Dth of Monthly Billing Quantity):

[Maximum Base Tariff Rate, plus applicable surcharges]

(or)

[\$\_\_\_\_\_, plus applicable surcharges]

(or)

[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]

Awarded CRM Surcharge (per Dth of Monthly Billing Quantity):

{Maximum CRM Surcharge Rate} (or)

[\$ \_\_\_\_\_] (or)

[\_\_\_\_\_%] of CRM Surcharge Rate (or)

[none]

(or)

a. Awarded Volumetric Bid Reservation Charge (per Dth):

[Maximum Base Tariff Rate, plus applicable surcharges]

(or)

[\$\_\_\_\_\_, plus applicable surcharges]

(or)

[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]

(or)

[[Maximum Base Tariff Rate,] (or) [\$\_\_\_\_\_,] and an amount  
pursuant to Section 3.4(c) of Rate Schedule TF-2 using a  
minimum average load factor volumetric commitment of \_\_\_\_%]

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

applicable surcharges]

(or)

[\$\_\_\_\_\_, plus applicable surcharges]

c. Volumetric Charge Rate Discount Conditions Consistent with Section

3.3 of Rate Schedule TF-2: [Not Applicable] (or) [(Description)]

7. Transportation Term: Begin Date: \_\_\_\_\_

Nomination Cycle: \_\_\_\_\_

End Date: \_\_\_\_\_

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

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

[	<u>Time Period</u> (Date) to _____ [(Date) (or) Agreement Termination Date]	[None} (or) <u>Quantity</u> Up to _____ Dth per day	<u>Transmission Corridor</u> (Point) to (Point)	]
		(and) / (or) [(Description)].		

9. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]

10. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit C [No] (or) [Yes]

11. Standard Capacity Release Conditions:

- a. Releasing Shipper's recall rights:
  - i. [Released capacity may not be recalled.]  
(or)
  - i. [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or)  
[Intraday 3] nomination cycle applicable to the initial day  
of the capacity recall.]
  - ii. Recall notification: [Allowed on any day] (or) [Allowed only  
on a Business Day] (or) [Not Applicable]
  - iii. Recall provisions in Section 22.2(a)(2) of the General  
Terms and Conditions of Transporter's Tariff also apply:  
[Yes] (or) [No]
- b. Reput rights: [Yes] (or) [No]
- c. Primary Delivery Point may be changed through amendment:  
[Yes] (or) [No] (or) [Not Applicable]
- d. Re-releasable: [Yes] (or) [No]
- e. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of AMA Replacement Shipper]]

12. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

EXHIBIT B

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

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

to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

EXHIBIT C  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

INCREMENTAL FACILITIES PAYMENT OBLIGATION

1. DESCRIPTION OF FACILITIES:

The facilities contemplated by Section 21 of the GT&C to provide service under this agreement include the following:  
(description of project)

2. RESPONSIBILITY FOR FACILITIES COSTS:

Pursuant to Section 21 of the GT&C, Shipper is responsible to pay for the actual cost of service for the facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITIES PAYMENT:

a. Type of Charge: \_\_\_\_\_.

[Incremental facilities charge] (or) [Description of other payment method agreed to by Transporter and Shipper pursuant to Section 21.5]

b. Charge \$\_\_\_\_\_.

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: \_\_\_\_\_.

(Contract term or a term agreed to between the parties, whichever is shorter.)

d. Accelerated Payment: [Description of accelerated payment provision]  
(or) [None]



FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

EXHIBIT D

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

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

to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.7 of Rate Schedule TF-2)

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT  
(Continued)

EXHIBIT E  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TF-2 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and  
Conditions:

FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT

Rate Schedule DEX-1 Service Agreement  
Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule DEX-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule DEX-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. Deferred Storage Exchange Service. Subject to the terms, conditions, and limitations hereof and of Rate Schedule DEX-1, Shipper agrees to deliver to Transporter, and Transporter agrees to deliver to Shipper, the Deferred Exchange Quantity listed on Exhibit A. Shipper will deliver the Deferred Exchange Quantity to Transporter on a date mutually agreed to by Shipper and Transporter at the Target Storage Facility shown on Exhibit A. Transporter will deliver the Deferred Exchange Quantity to Shipper during the Deferred Exchange Period at the Daily Delivery Quantity and at the Deferred Exchange Storage Facility as shown on Exhibit A.

3. Deferred Exchange Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule DEX-1 will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.

4. Service Term. This Agreement becomes effective on the effective date set forth on Exhibit A and terminates upon the termination date set forth on Exhibit A. The schedule for the deferred exchange of storage gas hereunder is set forth on Exhibit A.

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

Rate Schedule DEX-1 Service Agreement (Continued)

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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_  
Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule DEX-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Quantity (Dth):
  - a. Deferred Exchange Quantity \_\_\_\_\_
  - b. Daily Delivery Quantity \_\_\_\_\_
2. Exchange Points:
  - a. Target Storage Facility: \_\_\_\_\_
  - b. Deferred Exchange Storage Facility: \_\_\_\_\_
3. Exchange Schedule:
  - a. Transfer Date: \_\_\_\_\_
  - b. Deferred Exchange Period: from \_\_\_\_\_ to \_\_\_\_\_
4. Agreement Termination Date: \_\_\_\_\_
5. Rate (per Dth of Deferred Exchange Quantity):  
(Show "Not Applicable" if Exhibit D is attached.)  
  
[Maximum Base Tariff Rate, plus applicable surcharges]  
(or)  
[\$\_\_\_\_\_, plus applicable surcharges]
6. Fuel Reimbursement Waiver under Section 4 of Rate Schedule DEX-1:  
[Yes] (or) [No]
7. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
8. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

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

EXHIBIT B

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

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

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

NON-CONFORMING PROVISIONS

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

EXHIBIT D

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

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

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

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 19.1 of the GT&C)

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT

Rate Schedule PAL Service Agreement  
Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule PAL and the General Terms and Conditions (GT&C) that apply to Rate Schedule PAL, 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. **Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to provide [Park] (or) [Loan] Service for Shipper up to a Maximum [Park] (or) [Loan] Quantity set forth on Exhibit A at Transporter's [Park] (or) [Loan] Point set forth on Exhibit A.
3. **Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule PAL will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.
4. **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 evergreen provision.



FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT  
(Continued)

Rate Schedule PAL Service Agreement (Continued)

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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_  
Northwest Pipeline LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT  
(Continued)

EXHIBIT A

[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule PAL Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Maximum [Park] (or) [Loan] Quantity: \_\_\_\_\_ Dth
2. [Park] or [Loan] Point: [Clay Basin]  
(or)  
[Jackson Prairie]
3. Recourse or Discounted Recourse Rate (per Dth):  
(Show "Not Applicable" if Exhibit D is attached.)
  - a. [Maximum Base Tariff Rate]  
(or)  
[\$\_\_\_\_\_]
  - b. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule PAL: [Not Applicable] (or) [(Description)]
4. Term:
  - a. Primary Term Begin Date: [(Date)]
  - b. Primary Term End Date: [(Date)]
  - c. Evergreen Provision: [No]  
(or)  
[Yes, see Section 7 of Rate Schedule PAL]
5. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT  
(Continued)

EXHIBIT B

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

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

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

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT  
(Continued)

EXHIBIT D

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

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

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

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.1 of Rate Schedule PAL)

FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT

Rate Schedule TPAL Service Agreement  
Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule TPAL and the General Terms and Conditions (GT&C) that apply to Rate Schedule TPAL, 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. **Service.** Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to provide [Park] (or) [Loan] Service for Shipper up to a Maximum [Parked] (or) [Loaned] Quantity set forth on Exhibit A at Transporter's [Park] (or) [Loan] Point set forth on Exhibit A.
3. **Rates.** Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. 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 Rate Schedule TPAL will apply to service hereunder unless and to the extent that discounted Recourse Rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D.
4. **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.

FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT  
(Continued)

Rate Schedule TPAL Service Agreement (Continued)

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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

7. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_  
Northwest Pipeline LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT  
(Continued)

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TPAL Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Maximum [Parked] (or) [Loaned] Quantity: \_\_\_\_\_ Dth
2. [Park] or [Loan] Point: [Clay Basin] (or) [Jackson Prairie],  
(or) [\_\_\_\_\_]
3. [Park] or [Loan] Schedule and Recourse or Discounted Recourse Rate (per  
Dth) (rows inserted as needed):

(Show "Not Applicable" if Exhibit D is attached.)

a.

Service	From Date	To Date	Min Daily Qty	Max Daily Qty	Rate
Park / Loan					

Service	From Date	To Date	Min Qty	Max Qty	Rate
Park / Loan Balance					

Service	From Date	To Date	Min Daily Qty	Max Daily Qty	Rate
Unpark / Loan Payback					

- b. Rate Discount Conditions Consistent with Section 3.2 of Rate  
Schedule TPAL: [Not Applicable] (or) [(Description)]
4. Term:
  - a. Primary Term Begin Date: [(Date)]
  - b. Primary Term End Date: [(Date)]
5. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT  
(Continued)

EXHIBIT B

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

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

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

NON-CONFORMING PROVISIONS



FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT  
(Continued)

EXHIBIT D

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

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

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

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.1 of Rate Schedule TPAL)

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT

Rate Schedule TFL-1 Service Agreement

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_ [.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recital describing how Shipper acquired transportation capacity.]

B. [Insert additional recitals as appropriate to memorialize the context of the Agreement.]

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

1. **Tariff Incorporation.** Rate Schedule TFL-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TFL-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, on the Designated Lateral set forth on Exhibit A. 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.

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 under Rate Schedule TFL-1 in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Designated Lateral set forth 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

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

Rate Schedule TFL-1 Service Agreement (Continued)

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.

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

Rate Schedule TFL-1 Service Agreement (Continued)

9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

[Base Contract Version]

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TFL-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Designated Lateral: \_\_\_\_\_
2. Transportation Contract Demand (CD): \_\_\_\_\_ Dth per day
3. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantities (Dth)
Total		

4. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
Total			

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

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

[Base Contract Version]

EXHIBIT A (Continued)

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

(Negotiated Rates are on Exhibit D if attached.)

a. Reservation Charge (per Dth of CD):

[Maximum Base Tariff Rate, plus applicable surcharges]

(or)

[\$\_\_\_\_\_, plus applicable surcharges]

(or)

[\$\_\_\_\_\_ x actual load factor, plus applicable surcharges]

(or)

[\$\_\_\_\_\_ x actual load factor, plus applicable surcharges,  
with the monthly reservation charge determined pursuant to  
Section 3.6(b) of Rate Schedule TFL-1 based on a minimum  
average load factor of \_\_\_\_\_ %]

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

[Base Contract Version]

EXHIBIT A (Continued)

- b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus applicable surcharges]
- c. Rate Discount Conditions Consistent with Section 3.6 of Rate Schedule TFL-1: [Not Applicable] (or) [(Description)]
- d. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TFL-1: [Not Applicable] (or) [[During the Negotiated Rates Period as outlined on Exhibit D of the agreement, subsections a. through c. above will not apply] (and/or) [(Description)]]
6. Transportation Term:
- a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service date of the required new \_\_\_\_\_ facilities or (Date)]
- b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a specified event)]  
(and)  
Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: [None] or [Description].
- c. Evergreen Provision: [No]  
(or)  
[Yes, standard unilateral evergreen under Section 7.1 of Rate Schedule TFL-1]  
(or)  
[Yes, standard bi-lateral evergreen under Section 7.2 [(a)(i) and (b)(i)] (or) [(a)(ii) and (b)(ii)] (or) [(a)(iii) and (b)(iii)] of Rate Schedule TFL-1]
7. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
8. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit C [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]  
Exhibit E [No] (or) [Yes]

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A

[Dated and Effective \_\_\_\_\_]

(or)

[Dated \_\_\_\_\_, Effective \_\_\_\_\_]

to the

Rate Schedule TFL-1 Service Agreement

(Contract No. \_\_\_\_\_)

between Northwest Pipeline LLC

and \_\_\_\_\_

(Releasing Shipper/Contract No.: \_\_\_\_\_)

SERVICE DETAILS

1. Designated Lateral: \_\_\_\_\_

2. Transportation Contract Demand (CD): \_\_\_\_\_ Dth per day

3. Primary Receipt Point(s):

Point ID	Name	Maximum Daily Quantity (Dth)
Total		

4. Primary Delivery Point(s):

Point ID	Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
Total			

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



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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

5. Transportation Rates:  
[Use the version of "Reservation Charge" in "a." which applies.]
- a. Awarded Reservation Charge (per Dth of CD):  
[Maximum Base Tariff Rate, plus applicable surcharges]  
(or)  
[\$\_\_\_\_\_, plus applicable surcharges]  
(or)  
[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]  
(or)
- a. Awarded Volumetric Bid Reservation Charge (per Dth):  
[Maximum Base Tariff Rate, plus applicable surcharges]  
(or)

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

[\$\_\_\_\_\_, plus applicable surcharges]  
(or)

[\_\_\_\_\_% of Maximum Base Tariff Rate, plus applicable surcharges]  
(or)

[[Maximum Base Tariff Rate,] (or) [\$\_\_\_\_\_,] plus applicable surcharges, and an amount pursuant to Section 3.2(b)(2) of Rate Schedule TFL-1 using a minimum average load factor volumetric commitment of \_\_\_\_%]

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

6. Transportation Term: Begin Date: \_\_\_\_\_  
Nomination Cycle: \_\_\_\_\_  
End Date: \_\_\_\_\_

7. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]

8. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit C [No] (or) [Yes]

9. Standard Capacity Release Conditions:

a. Releasing Shipper's recall rights:

- i. [Released capacity may not be recalled.]  
(or)
- i. [Released capacity may be recalled prior to the [Timely]  
(or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or)  
[Intraday 3] nomination cycle applicable to the initial day  
of the capacity recall.]
- ii. Recall notification: [Allowed on any day] (or) [Allowed  
only on a Business Day] (or) [Not Applicable].
- iii. Recall provisions in Section 22.2(a)(2) of the General  
Terms and Conditions of Transporter's Tariff also apply:  
[Yes] (or) [No]
- iv. Recall provisions in Section 22.2(a)(3) of the General  
Terms and Conditions of Transporter's Tariff also apply:  
[Yes] (or) [No]

EXHIBIT A (Continued)

b. Reput rights: [Yes] (or) [No]

c. Primary Receipt Point may be changed through amendment:  
[Yes] (or) [No]

d. Primary Delivery Point may be changed through amendment:  
[Yes] (or) [No]

e. Re-releasable: [Yes] (or) [No]

f. Asset Management Arrangement ("AMA"): [No]  
(or)  
[Yes, [Specify commitment of the AMA Replacement Shipper]]

10. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

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

EXHIBIT B

[(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 \_\_\_\_\_

NON-CONFORMING PROVISIONS

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

EXHIBIT C  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TFL-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

INCREMENTAL FACILITIES PAYMENT OBLIGATION

1. DESCRIPTION OF FACILITIES:

The facilities contemplated by Section 21 of the GT&C to provide service under this agreement include the following:  
(description of project)

2. RESPONSIBILITY FOR FACILITIES COSTS:

Pursuant to Section 21 of the GT&C, Shipper is responsible to pay for the actual cost of service for the facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITIES PAYMENT:

a. Type of Charge: \_\_\_\_\_.

[Incremental facilities charge] (or) [Description of other payment method agreed to by Transporter and Shipper pursuant to Section 21.5]

b. Charge \$\_\_\_\_\_.  
(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge: \_\_\_\_\_.

(Contract term or a term agreed to between the parties, whichever is shorter.)

d. Accelerated Payment: [Description of accelerated payment provision]  
(or) [None]

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)

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

EXHIBIT E  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TFL-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

BUY-OUT PROVISION, pursuant to Section 11.8 of the General Terms and  
Conditions:

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

**First Revised Sheet Nos. 382 Through 384**  
**Superseding**  
**Substitute Original Sheet Nos. 382 Through 384**

RESERVED FOR FUTURE USE



FORM OF RATE SCHEDULE TIL-1 SERVICE AGREEMENT

Rate Schedule TIL-1 Service Agreement  
Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and \_\_\_\_\_ (Shipper) is made and entered into on \_\_\_\_\_[.] (or) [and restates the Service Agreement made and entered into on \_\_\_\_\_.]

WHEREAS:

A. [Insert recitals as appropriate to memorialize the context of the Agreement.]

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

1. Tariff Incorporation. Rate Schedule TIL-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TIL-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 an interruptible basis, on the Designated Lateral set forth on Exhibit A. The Maximum Daily Quantity of natural gas and the receipt and delivery points 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 Maximum Base Tariff Rates (Recourse Rates) set forth under Rate Schedule TIL-1 in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Designated Lateral set forth on Exhibit A will apply to service hereunder unless and to the extent that negotiated rates apply as set forth on Exhibit D. Notwithstanding the foregoing, a temporary discounted Recourse Rate may apply pursuant to the terms set forth on a Rate Schedule TIL-1 Temporary Discount form.

4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation

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

Rate Schedule TIL-1 Service Agreement (Continued)

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. 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 Section 11.5 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.

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

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

Rate Schedule TIL-1 Service Agreement (Continued)

8. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): [None] (or) [(List agreement(s))] 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] (or) [List Amendments and/or Addendum to Service Agreement]

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

\_\_\_\_\_

Northwest Pipeline LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A  
[Dated and Effective \_\_\_\_\_]  
(or)  
[Dated \_\_\_\_\_, Effective \_\_\_\_\_]  
to the  
Rate Schedule TIL-1 Service Agreement  
(Contract No. \_\_\_\_\_)  
between Northwest Pipeline LLC  
and \_\_\_\_\_

SERVICE DETAILS

1. Designated Lateral: \_\_\_\_\_
2. Maximum Daily Quantity: \_\_\_\_\_ Dth per day
3. Receipt Point(s): [All Transportation Receipt Points on the Designated Lateral]
4. Delivery Point(s): [All Transportation Delivery Points on the Designated Lateral]
5. Transportation Term:
  - a. Primary Term Begin Date: [(Date)]  
(or)  
[Upon the later of the actual in-service date of the required new \_\_\_\_\_ facilities or (Date)]
  - b. Primary Term End Date: [(Date)]  
(or)  
[(Specified period before or after a specified event)]
  - c. Evergreen Provision: [No]  
(or)  
[Yes, see Section 6 of Rate Schedule TIL-1]  
(or)  
[Yes, see Exhibit B]

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

EXHIBIT A (Continued)

6. Regulatory Authorization: [18 CFR 284.223]  
(or)  
[18 CFR 284.102, on behalf of \_\_\_\_\_]
7. Additional Exhibits: Exhibit B [No] (or) [Yes]  
Exhibit D [No] (or) [Yes]

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

EXHIBIT B

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

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

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

NON-CONFORMING PROVISIONS

RESERVED FOR FUTURE USE

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

EXHIBIT D

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

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

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

NEGOTIATED RATE PROVISIONS

(Pursuant to Section 3.6 of Rate Schedule TIL-1)