### FORMS OF SERVICE AGREEMENT

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<sup>\*</sup> Applicable to all rate schedules.

### FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT

Rate Schedule TF-1 Service Agreement

			Contract No
THIS SERVICE (Transporter)		MENT	(Agreement) by and between Northwest Pipeline LLC (Shipper) is made and entered into on
into on	_[.]	(or)	[and restates the Service Agreement made and entered.]
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

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.

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
Ву:	ву:
Name:	Name:
Title:	Title:

	FORM		DULE TF-1 SERVICE (Continued)	AGREEMENT
		[Base (	Contract Version]	
	I	Dated and Eff	EXHIBIT A	]
			(or)	
	[Dated		, Effective	]
			to the	
			TF-1 Service Agr	
		(Contra	act No)	
			rthwest Pipeline	
		and		
		SEI	RVICE DETAILS	
1.	Transportation	Contract Dem	and (CD):	Dth per day
2.	Primary Receip	t Point(s):		
	Point ID		Maximum Daily Quantities (Dth)	
		Total		
3	Primary Delive	ry Point(s).		
J .	TITMATY BETTVE	ry rome (b).	Maximum Daily Delivery Obligation	Delivery Pressure
	Point ID	Name	(Dth)	(psig)
		 Total		
			elivery Pressure, Ltions:	pursuant to Section 2.4 of [None] or [Description]
4.	Customer Catego	ory:		
	a. [Large Custo	omer]		

[Small Customer (subject to temporary conversion to Large Customer

under Section 2.1(d) of Rate Schedule TF-1)]

	FORM OF RATE SCHEDULE T	
•	[Base Contra	ct Version]
	EXHIBIT A (	Continued)
b. 1	Incremental Expansion Customer	: [No] (or) [Yes, Columbia Gorge Expansion] (or)
		[Yes, 25-Year Evergreen Expansion]
	course, Discounted Recourse, o	r Negotiated Rate Transportation
Rates: (Ne	egotiated Rates are on Exhibit	D if attached.)
a. I	Reservation Charge (per Dth of	CD):
	[Maximum Base Tariff Rate, p	plus applicable surcharges]
	(or discounted rate(s) us options, as many times as	sing one or more of the following needed)
		rcharges] (or) [% of Maximum Base surcharges][.] (or) [from [date] (or)
	[Not Applicable] (for use wh Customer)	en Customer Category is Small
b. 7	Volumetric Charge (per Dth):	<pre>[Maximum Base Tariff Rate, plus applicable surcharges]   (or)</pre>
		[\$, plus applicable surcharges]
	Additional Facility Reservatio Rate Schedule TF-1 (per Dth of	n Surcharge Pursuant to Section 3.4 of CD): [None]
		stent with Section 3.5 of Rate cable] (or) [(Description)]
e. 1	Negotiated Rate Conditions Con	sistent 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)]]

[Base Contract Version]

EXHIBIT A (Continued)

- 6. Transportation Term:

[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)
```

Quantity Transmission Corridor
Up to \_\_\_\_ Dth per day (Point) to (Point)

(Date) to [(Date)(or)

Time Period

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]

[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 (		DULE TF-1 SERVIC (Continued)	E AGREEMENT
	[Tem	porary C	apacity Rele	ease Replacement	Contract Version
		[D		EXHIBIT A fective (or), Effective	
			(Contra between No	to the TF-1 Service Ag act No) rthwest Pipeline	LLC
		(Relea:	sing Shipper	/Contract No.: _	)
			SI	ERVICE DETAILS	
1.	Transpo	rtation (	Contract Dem	and (CD):	Dth per day
2.	Primary	Receipt	Point(s):	Maximum Daily	
	Point	ID	Name	Quantity (Dth)	
		Тс	otal		
3.	Primary	Delivery	y Point(s):	Maximum Daily	Dalinama
	Point	ID	Name	Delivery Obligation (Dth)	Delivery Pressure (psig)
		Τα	nt a l	·	

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

[Temporary Capacity Release Replacement Contract Version]

		EXHIBIT A (Con-	tinued)
4.	Custon	mer Category:	
	a. La	rge Customer	
	b. Ind	cremental Expansion Customer:	<pre>[No]      (or) [Yes, Columbia Gorge Expansion]      (or) [Yes, 25-Year Evergreen Expansion]</pre>
5.		portation Rates: the version of a.[1], a.[2], a	.[3], or a.[4] that applies.]
	a.[1]	[\$, plus applicable surc	us applicable surcharges] (or)
		Awarded CRM Surcharge (per Dt. [Maximum CRM Surcharge Rate] [\$] (or) [%] of CRM Surcharge Rate [none]	(or)
		(or)	
	a.[2]	[\$, plus applicable surce [% of Maximum Base Tariff (or) [[Maximum Base Tariff Rate, p. [\$, plus applicable surce Base Tariff Rate, plus applicable sur	us applicable surcharges] (or)
		average load factor volumetri	c commitment of%]
		(or)	
	a.[3]	index reference 1) (+ or -) (In	1 multiplier)*(Index-Based Rate dex-Based Rate reference 2 reference 2)(+ or -)(Index-Based

[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]

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

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

[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 RAT	(Continued)
	EXHIBIT B
[(Dated and Effective	, (subject to Commission acceptance)
	(or)
[Dated	, Effective ,
(subject	t to Commission acceptance)]
	to the
Pate Sc	hedule TF-1 Service Agreement
	Contract No. )
betw	een Northwest Pipeline LLC
and	

NON-CONFORMING PROVISIONS

		(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.	DESCRIE	PTION OF FACILITIES:
	шР	a facilities contemplated by Soction 21 on 20 of the CMCC to
		e facilities contemplated by Section 21 or 29 of the GT&C to
	provid	e service under this agreement include the following:
		(description of project)
2.	RESPONS	SIBILITY FOR FACILITIES COSTS:
	Pu	rsuant to Section 21 or 29 of the GT&C, Shipper is responsible
	to pay	for the facilities described above and has elected the payment
		set forth below.
3.	TERMS A	AND CONDITIONS OF FACILITIES PAYMENT:
	a Tyr	pe of Charge: .
	a. 1yr	·
		[Incremental facilities charge] (or) [Description of other
		payment method agreed to by Transporter and Shipper pursuant
		to Section 21.5 or 29.4]
	h Cha	arge \$ .
	D. C110	•
		(Describe the basis of the charges(s) and true-up or
		adjustment provisions, if any, for the stated charge.)
		adjustment provisions, if any, for the stated charge.)
	c. Ter	cm of Charge: .
		<del></del>
		(Contract term or a term agreed to between the parties,
		whichever is shorter.)
		WILLOUGAGE TO DITOLOGE !
	ما ۲۰۰۰	valenated Darmont. [Decemintion of assalamated margin and assalamated
		elerated Payment: [Description of accelerated payment provision]
	(or	(None)

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT

1.

FORM OF RATE SCHEDULE TF-I 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)
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)
<del></del>
[days] (further description as needed)] (Negotiated Rates Period).
Thereafter, the Recourse Rates will apply to the Service Agreement.
(Description of Negotiated Rate Provisions)
(Description of Negotiacea Nace frovisions)

Second Revised Sheet No. 306-A Superseding First Revised Sheet No. 306-A

(Continued)	
EXHIBIT E	1
(or)	
, Effective	]
to the	
le TF-1 Service	Agreement
tract No	)
Northwest Pipeli	ine LLC
	EXHIBIT E Effective, Effective

FORM OF RATE SCHEDULE TF-1 SERVICE AGREEMENT

 ${\tt BUY-OUT\ PROVISION},$  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
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:
Name: Name:
Title: Title:

Second Revised Sheet No. 308 Superseding First Revised Sheet No. 308

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: \_\_\_\_\_, 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

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

First Revised Sheet No. 311 Superseding Original Sheet Nos. 311 Through 314

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

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.

herein, Transporter and Shipper agree as follows:

- 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  ${\sf T}$

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]

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
Ву:	Ву:
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]
3.	<pre>Delivery Point(s): [All Transportation Delivery Points]</pre>
4.	Transportation Term:
	a. Primary Term Begin Date: [(Date)]
	<pre>b. Primary Term End Date: [(Date)]</pre>
	<pre>c. Evergreen Provision: [No]</pre>

### 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]

Second Revised Sheet No. 319 Superseding First Revised Sheet No. 319

FORM OF	(Continued)	
	EXHIBIT B	
[(Dated and Effective	, (subject to Commission	acceptance) ]
	(or)	
[Dated	, Effective	
(sul	bject to Commission acceptance)]	_
Rate	e Schedule TI-1 Service Agreement	
	(Contract No. )	
þ	petween Northwest Pipeline LLC	
an	d	
	NON-CONFORMING PROVISIONS	

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

Second Revised Sheet No. 320 Superseding First Revised Sheet No. 320

RESERVED FOR FUTURE USE

	FORM OF	RATE SCHEDULE TI-1 SERVICE AGREEMENT (Continued)	
		(Concinued)	
		EXHIBIT D	
[(Dated and E	Effective $\_$	, (subject to Commission	acceptance)]
		(or)	
	[Dated	, Effective	,
	(sub	oject to Commission acceptance)]	-
		to the	
	Rate	Schedule TI-1 Service Agreement	
		(Contract No. )	
	b	etween Northwest Pipeline LLC	
	and	- 1	
		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 (Transporter)	and		(Agreement) by and between Northwest Pipeline LLC  (Shipper) is made and entered into on [and restates the Service Agreement made and entered
into on WHEREAS:		·	.1

- 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.

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.

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.

	Northwest Pipeline LLC
Ву:	Ву:
Name:	Name:
Title:	Title:

	(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

		[Base Contract Version]
		EXHIBIT A (Continued)
4.		rse or Discounted Recourse Storage Rates: "Not Applicable" if Exhibit D is attached.)
	a.	<pre>Demand Charge (per Dth of Storage Demand):     [Maximum Base Tariff Rate]</pre>
	b.	<pre>Capacity Demand Charge (per Dth of Storage Capacity):     [Maximum Base Tariff Rate]</pre>
	c. Schedu	Rate Discount Conditions Consistent with Section 3.2 of Rate ale SGS-2F: [Not Applicable] (or) [(Description)]
5.		ce Term: Primary Term Begin Date: [(Date)] (or)
		[Upon the later of the actual in-service date of the required new facilities or (Date)]

[Base Contract Version]

#### EXHIBIT A (Continued)

[(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]

3.

Storage Capacity: \_\_\_\_ Dth

# 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

[Temporary Capacity Release Replacement Contract Version]

			EXHIBIT A (Continued)
4.	Workir Dth	_	antity for Replacement Shipper's initial Storage Cycle:
5.	-	ge Rates: the appli	cable version of (a) and (b))
	a.	Awarded	Demand Charge (per Dth of Storage Demand):  [Maximum Base Tariff Rate]
	b.	Awarded	Capacity Demand Charge (per Dth of Storage Capacity):  [Maximum Base Tariff Rate]
	a.	Awarded withdraw	Volumetric Bid Withdrawal Charge (per Dth of als):  [Maximum Base Tariff Rate] (or)  [\$] (or)  [% of Maximum Base Tariff Rate]
	b.		Volumetric Bid Storage Charge (per Dth of Shipper's Gas Inventory):  [Maximum Base Tariff Rate]

[Temporary Capacity Release Replacement Contract Version]

### EXHIBIT A (Continued)

6.	Servi	ce Terr	n:					
	a.	Begin	Date:		Nomination	Cycle:		
	b.	End Da	ate:	_				
7.	Regula	atory A	Authorization:	-	CFR 284.223] (or) CFR 284.102,	on behalf of]		
8.	Addit	ional E	Exhibits: Exh	ibit B	[No] (or) [Ye	es]		
9.	Standa	ard Cap	pacity Release C	onditi	ons:			
	a.	Releas	sing Shipper's r	ecall	rights:			
		i.	[Released capac	ity ma	y not be recal	lled.]		
	i. [Released capacity may be recalled prior to the [Timel (or) [Evening] (or) [Intraday 1] (or) [Intraday 2] (or [Intraday 3] nomination cycle applicable to the initial of the capacity recall.]							
		ii.	Recall notifica only on a Busin		_	ny day] (or) [Allowed Applicable]		
	b.	Reput	rights: [Ye	s] (or	) [No]			
	С.	Re-rel	leasable: [Ye	s] (or	) [No]			
	d.	Asset	Management Arra	ngemen	t ("AMA"): (or)	[NO]		
			[Yes, [Specify	commit	ment of the Al	MA Replacement Shipper]]		
10. the G			Capacity Release or [(Description		tions pursuant	t to Section 22.7(k) of		

Second Revised Sheet No. 330 Superseding First Revised Sheet No. 330

FORM OF RATE SCHEDULE SGS-2F SERVICE AGREEMENT	
(Continued)	
EXHIBIT B	
[(Dated and Effective, (subject to Commission acce	eptance)]
(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	(Continued)	
	EXHIBIT D	
[(Dated and Effective	, (subject to Commission	acceptance)]
	(or)	
[Dated	, Effective	
(s	ubject to Commission acceptance)]	
	to the	
Rate	e Schedule SGS-2F Service Agreement	
	(Contract No)	
	between Northwest Pipeline LLC	
a	nd	
	NEGOTIATED RATE PROVISIONS	
(Pursuant	to Section 3.4 of Rate Schedule SGS-2F)	

Agreement.]

#### FORM OF RATE SCHEDULE SGS-21 SERVICE AGREEMENT

Rate Schedule SGS-2I Service Agreement

				Сс	ntract	No						
	SERVICE A	and			(	Shippe		de ar	nd ente	ered ir	nto	on
into WHERE			·	. ]								
Α.	[Insert	reci	tals	as a	ppropri	ate to	memoria	lize	the co	ontext	of	the

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.

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]

Second Revised Sheet No. 333-A Superseding First Revised Sheet No. 333-A

# FORM OF RATE SCHEDULE SGS-21 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.

	Northwest Pipeline LLC
Ву:	By:
Name:	Name:
Title:	Title:

	FORM OF RATE SCHEDULE SG (Contin	
	EXHIBI  [Dated and Effective (or [Dated, Effective] to the contract No.  between Northwese and, and	fective]  fective]  he  Service Agreement )  t Pipeline LLC
	SERVICE D	ETAILS
1.	Interruptible Storage Capacity: _	Dth
2.	Recourse or Discounted Recourse Sto (Show "Not Applicable" if Exhibit 1	
	a. Volumetric Charge (per Dth of [Maximum Base Tame (or) [\$]	f Shipper's Working Gas Inventory): riff Rate]
	b. Rate Discount Conditions Con- Schedule SGS-2I: [Not Applie	sistent with Section 3.2 of Rate cable] (or) [(Description)]
3.	Service Term:	
	a. Primary Term Begin Date:	<pre>[(Date)] (or) [Upon the later of the actual in-service date of the required new facilities or (Date)]</pre>
	b. Primary Term End Date:	<pre>[(Date)] (or) [(Specified period before or after a specified event)]</pre>
	c. Evergreen Provision:  [No]  (or)  [Yes, see Section	n 9.1 of Rate Schedule SGS-2I]
4.	(0	284.223] r) 284.102, on behalf of]
5.		[o] (or) [Yes]

Second Revised Sheet No. 335 Superseding First Revised Sheet No. 335

FORM C	OF RATE SCHEDULE SGS-21 SERVICE AGI	REEMENT
	(Continued)	
	EXHIBIT B	
[(Dated and Effecti	ve , (subject to Com	mission acceptance)]
	(or)	<del>-</del>
[Dated	, Effective	,
	(subject to Commission acceptance)	]
	to the	
Ra	ate Schedule SGS-2I Service Agreeme	ent
	(Contract No. )	
	between Northwest Pipeline LLC	
	and	
		-
	NON-CONFORMING PROVISIONS	

	FORM OF RATE	(Continued)	± AGREEMENT	
		EXHIBIT D		
[(Dated	and Effective	, (subject to	Commission	acceptance)]
		(or)		
	[Dated	, Effective		_′
	(subjec	t to Commission accepta	nce)]	
		to the		
	Rate Sche	dule SGS-2I Service Ag	reement	
	(0	Contract No)		
	betwe	en Northwest Pipeline 1	LLC	
	and			
	NEG	OTIATED RATE PROVISION	3	
	(Pursuant to Se	ection 3.3 of Rate Sche	dule SGS-2I	)

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

Fifth Revised Sheet No. 337 Superseding Fourth Revised Sheet No. 337

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

Fifth Revised Sheet No. 338 Superseding Fourth Revised Sheet No. 338

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

Fourth Revised Sheet No. 339 Superseding Third Revised Sheet No. 339

#### FORM OF RATE SCHEDULE LS-2F SERVICE AGREEMENT

Rate Schedule LS-2F Service Agreement

			Contract No
THIS SERVICE	AGREE	MENT	(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.

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.

Second Revised Sheet No. 342 Superseding First Revised Sheet No. 342

# 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
Ву:	Ву:
Name:	Name:
Title:	Title:

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

			[Base Contract Version]		
			EXHIBIT A		
		[Dat	ed and Effective	_]	
			(or)	_	
		[Dated	, Effective	]	
		Data	to the		
		Rate	Schedule LS-2F Service Agreeme	:nt	
		ı	(Contract No)		
			between Northwest Pipeline LLC d	_	
			SERVICE DETAILS		
1.	Stor	age Demand:	Dth per day		
2.	Stor	age Capacity:	Dth		
3.			nted Recourse Storage Rates: ole" if Exhibit D is attached.)		
	a.	[Ma	<pre>(per Dth of Storage Demand): aximum Base Tariff Rate]   (or)]</pre>		
	b.	[Ma	nd Charge (per Dth of Storage Caximum Base Tariff Rate]  (or)]	apacity):	
	c. d. e.	Vaporization (Rate Discount	Charge (per Dth): Maximum Base Charge (per Dth): Maximum Base Conditions Consistent with Sec F: [Not Applicable] (or) [(De	Tariff Rate tion 3.3 of	Rate

[Base Contract Version]

				EXHIBIT	A (Continued)
4.	Ser	vice Ter	m :		
	a.	Primary	Term Beg	in Date:	<pre>[(Date)] (or) [Upon the later of the actual in-service date of the required new facilities or (Date)]</pre>
	b.	Primary	Term End	Date:	<pre>[(Date)] (or) [(Specified period before or after a specified event)]</pre>
	С.	Evergree	[Yes, Secti (Yes, Secti [Yes, Secti	or) five year on 11.1 or or) one year on 11.2 or (or) bi-later on 11.3 [	r notice unilateral evergreen under f Rate Schedule LS-2F]  notice unilateral evergreen under f Rate Schedule LS-2F]  al evergreen under (a) (i) and (b) (i)] (or) [(a) (ii) and te Schedule LS-2F]
5.	Reg	ulatory .	Authoriza		8 CFR 284.223] (or) 8 CFR 284.102, on behalf of]
6.	Add	litional	Exhibits:		B [No] (or) [Yes] D [No] (or) [Yes]

(or)

## 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 (Releasing Shipper/Contract No.: ) SERVICE DETAILS 1. Storage Demand: Dth per day Storage Capacity: \_\_\_\_ Dth 2. 3. Storage Rates: (Use the applicable version of (a) and (b)) Awarded Demand Charge (per Dth of Storage Demand): a. [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]

4.

5.

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

[Temporary Capacity ]	Release Replacement	Contract	Version]
-----------------------	---------------------	----------	----------

	[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]
d.	Liquefaction Charge (per Dth): Maximum Base Tariff Rate Vaporization Charge (per Dth): Maximum Base Tariff Rate ice Term:
a.	Begin Date: Nomination Cycle:
b.	End Date:

(or)

Regulatory Authorization: [18 CFR 284.223]

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

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

Second Revised Sheet No. 348 Superseding First Revised Sheet No. 348

	FORM OF	RATE SCH	EDULE L	S-2F SERVI	CE	AGREEMENT	
			(Conti	nued)			
			EXHIB	IT B			
[(Dated an	d Effective		,	(subject	to	Commission	acceptance)]
			(or	· )			
	[Dated		, E	ffective			,
	(sı	ubject to	Commis	sion accep	tar	nce)]	_
			to t	he			
	Rate	e Schedul	e LS-2F	Service A	gre	eement	
		(Cont	ract No		)		
		between N	orthwes	t Pipeline	e L	LC	
	ar	nd		-			
		NON-CO	NFORMIN	G PROVISIO	NS		

Second Revised Sheet No. 349 Superseding First Revised Sheet No. 349

	FORM OF	(Continued)	
		EXHIBIT D	
[(Dated and	Effective	, (subject to Commission	acceptance) ]
		(or)	
	[Dated	, Effective	_′
	(su	bject to Commission acceptance)]	
		to the	
	Rate	Schedule LS-2F Service Agreement	
		(Contract No)	
	ŀ	petween Northwest Pipeline LLC	
	an	d	
		NEGOTIATED RATE PROVISIONS	
	(Pursuant	to Section 3.4 of Rate Schedule LS-2F)	

#### FORM OF RATE SCHEDULE LS-21 SERVICE AGREEMENT

Rate Schedule LS-2I Service Agreement

			Contract	No					
THIS SERVICE (Transporter)	and			Shippe	r) is ma	de and er	nteredi	into	on
into on		·	. ]			5			
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

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-21 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.)								
	<pre>a. Volumetric Charge (per Dth of Shipper's Working Gas Inventory):</pre>								
	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)]								
	<pre>b. Primary Term End Date: [(Date)] (or) [(Specified period befor</pre>								
	<pre>c. Evergreen Provision:</pre>								
4.	Regulatory Authorization: [18 CFR 284.223]								
5.	Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit D [No] (or) [Yes]								

Second Revised Sheet No. 349-D Superseding First Revised Sheet No. 349-D

FORM OF RATE SCHEDULE LS-21 SERVICE AGREEMENT	
(Continued)	
EXHIBIT B	
[(Dated and Effective , (subject to Commission acco	eptance)]
(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	

Second Revised Sheet No. 349-E Superseding First Revised Sheet No. 349-E

FORM O	F RATE SCHEDULE LS-21 SERVICE AGREEMENT (Continued)	
	EXHIBIT D	
[(Dated and Effective	e, (subject to Commission	acceptance)]
	(or)	
[Dated _	, Effective	_,
(:	subject to Commission acceptance)	
	to the	
Ra <sup>-</sup>	te Schedule LS-2I Service Agreement	
	(Contract No. )	
	between Northwest Pipeline LLC	
,	and	
`		
	NEGOTIATED RATE PROVISIONS	
(Pursuan	t to Section 3.3 of Rate Schedule LS-21)	

#### FORM OF RATE SCHEDULE LS-3F SERVICE AGREEMENT

Rate Schedule LS-3F Service Agreement

			Contract No
THIS SERVICE .	AGREE	CMENT	(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.

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.

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
Ву:	Ву:
Name:	Name:
Title:	Title:

	[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.)
	<pre>a. Demand Charge (per Dth of Storage Demand):</pre>
	<pre>b. Capacity Demand Charge (per Dth of Storage Capacity):</pre>
	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)]

[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)]
	<pre>b. Primary Term End Date: [(Date)] (or) [(Specified period before</pre>
	<pre>c. Evergreen Provision:</pre>
5.	Regulatory Authorization: [18 CFR 284.223]
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 (Releasing Shipper/Contract No.: ) SERVICE DETAILS 3. Storage Demand: Dth per day Storage Capacity: \_\_\_\_ Dth 4. 3. Storage Rates: (Use the applicable version of (a) and (b)) Awarded Demand Charge (per Dth of Storage Demand): a. [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)

[Temporary Capacity Rel	ease 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]

[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:		
	Non	nination	Cycle:	

b. End Date: \_\_\_\_

5.	Regulatory Authorization:	[18	CFR	284	.223]
			(	or)	
	[18 CFR 284.102, on	beha	lf d	of	1

[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 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]
- 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	,
(sı	abject to Commission acceptance)]	
	to the	
Rate	e Schedule LS-3F Service Agreement	
	(Contract No. )	
	between Northwest Pipeline LLC	
aı	nd -	

NON-CONFORMING PROVISIONS

	FORM OF	(Continued)	
		EXHIBIT D	
[(Dated a	and Effective	e, (subject to Commission	acceptance) ]
		(or)	
	[Dated	, Effective	,
	( 5	subject to Commission acceptance)]	-
		to the	
	Rat	te Schedule LS-3F Service Agreement	
	- 1	(Contract No. )	
		between Northwest Pipeline LLC	
	_	and	
	c		
		NEGOTIATED RATE PROVISIONS	
	(Pursuan	t to Section 3.4 of Rate Schedule LS-3F)	

RESERVED FOR FUTURE USE

First Revised Sheet No. 349-V Superseding Original Sheet No. 349-V

#### FORM OF RATE SCHEDULE LD-41 SERVICE AGREEMENT

Rate Schedule LD-4I Service Agreement

			Contract No.	
THIS SERVICE (Transporter)	and		(Agreement) by and between Northwest Pipeline LL (Shipper) is made and entered into on [and restates the Service Agreement made and entered in the content of the content o	
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

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-41 SERVICE AGREEME (Continued)	NT
	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.)	
	<pre>a. Volumetric Charge (per Dth):</pre>	
	b. Liquefaction Charge (per Dth): Maximum Base Tari to true-up pursuant to Section 14.20 of the GT&C	
	c. Rate Discount Conditions Consistent with Section Schedule LD-4I: [Not Applicable] (or) [(Descri	
2.	Service Term:	
	a. Primary Term Begin Date: [(Date)] (or) [Upon the actual in-service date new facilities	e of the required
	b. Primary Term End Date: [(Date)] (or) [(Special or after a specified expecified expeciation)]	
	<pre>c. Evergreen Provision:</pre>	0-41]
3.	Regulatory Authorization: [18 CFR 284.223]  (or)  [18 CRF 284.102, on behalf	of]
4.	Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit D [No] (or) [Yes]	

FORM OF	RATE SCHEDULE LD-41 SERVICE	AGREEMENT
	(Continued)	
	EXHIBIT B	
[(Dated and Effective	, (subject to	Commission acceptance)]
	(or)	
[Dated	, Effective	
(sı	ubject to Commission acceptar	nce)]
	to the	
Rate	e Schedule LD-4I Service Agre	eement
	(Contract No)	
	between Northwest Pipeline L	LC
aı	nd	

NON-CONFORMING PROVISIONS

		FORM C	OF RATE		LD-4I SERVI tinued)	ICE	AGREEMENT	
				EXH	IBIT D			
[(Dated	and	Effectiv	7e		_, (subject	to	${\tt Commission}$	acceptance)]
				(	or)			
		[Dated _			Effective			_,
		(	(subject	to Comm	ission accer	ptar	nce)]	
				to	the			
		Ra	ate Sche	dule LD-	4I Service A	Agre	eement	
			(C	ontract 1	No.	)		
			betwee	en Northw	est Pipelin	e L	LC	
			and					
			NEC	ט משתאשבט ס	ATE PROVISI	ONG		
			NEG	OITHIED K	AIE PROVISI	CN5		
		(Pursua:	nt to Se	ection 3.	3 of Rate S	che	dule LD-4I)	

### FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT

Rate Schedule TF-2 Service Agreement

			Contr	ract No					
THIS SERVICE (Transporter)	and			(Sh	ippeı	r) is mad	n Northwes de and ent Agreement	eredint	o on
into on		·		10000000	CIIC	DCIVICC	rigi comeric	made an	ia circoroa
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

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.

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
Ву:	Ву:
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:  Maximum Daily Quantity
	Point ID Name (Dth)

Total

	FORM OF RATE SCHEDULE	TF-2 SERVICE AGREEMENT	(Continued)
	[Base	e Contract Version]	
	EXHI	BIT A (Continued)	
5.	Primary Delivery Point(s): (Show the following if Ply		t Point.)
	[Delivery of natural gas k near the points whose loca effective Service Agreemer TF-1.]	tion are described in Sh	nipper's currently
	(or)		
	(Show the following if Ply	mouth LNG is not the Rec	ceipt Point.)
	[ [ Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery ] Pressure ] (psig) ]

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

Total

[Base Contract Version]

### EXHIBIT A (Continued)

- 6. Recourse or Discounted Recourse Transportation Rates: (Show "Not Applicable" if Exhibit D is attached.)

  - b. Volumetric Charge (per Dth):

- 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)

[(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 li a Contract-Specific OFO: [None] (or)	eu of.
Time Period Quantity Transmission Co (Date) to Up to Dth per day (Point) to (Point) [(Date) (or) Agreement Termination Date]  (and)/(or) [(Description)].	orridor oint)
9. Regulatory Authorization: [18 CFR 284.223]	]
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 (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: Maximum Daily Quantity

(Dth)

Point ID Name

Total

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

5.	Primary Deli (Show the fo	<u>-</u>	): _ymouth LNG is the R	Receipt Point.)	
	the points wh	nose locatior fective Servi	by Transporter to S as are described in ce Agreement (Contr	Releasing Shipper	a's
	(0	er)			
	(Show the fol	llowing if Pl	ymouth LNG is not t	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]

[Temporary Capacity Release Replacement Contract Version]

	EXHIBIT A (Continued)
6.	Transportation Rates: [Use the version of "Reservation Charge" in "a." which applies.]
	<pre>a. Awarded Reservation Charge (per Dth of Monthly Billing Quantity):     [Maximum Base Tariff Rate, plus applicable surcharges]</pre>
	Awarded CRM Surcharge (per Dth of Monthly Billing Quantity): {Maximum CRM Surcharge Rate] (or) [\$ ] (or) [ %] of CRM Surcharge Rate (or) [none]
	(or)
	<pre>a. Awarded Volumetric Bid Reservation Charge (per Dth):     [Maximum Base Tariff Rate, plus applicable surcharges]</pre>
	<pre>b. Volumetric Charge (per Dth): [Maximum Base Tariff Rate, plus</pre>
	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:

[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:

	[None} (or)				_
Time Period	Quantity		Transmissio	on Corri	dor
(Date) to	Up toDth pe	er day	(Point)	to (Poi	nt)
[(Date) (or)					
Agreement Termination Date]					
	(and)/(or)[(Desc	criptio	n)].		ノ

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 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]

  - d. Re-releasable: [Yes] (or) [No]
  - e. Asset Management Arrangement ("AMA"): [No]

[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)]

Third Revised Sheet No. 357 Superseding Second Revised Sheet No. 357

RATE SCHEDULE TF-2 SERVICE AGREEMENT
(Continued)
EXHIBIT B
, (subject to Commission acceptance)]
(or)
, Effective ,
ject to Commission acceptance)]
to the
Schedule TF-2 Service Agreement
(Contract No. )
etween Northwest Pipeline LLC
NON-CONFORMING PROVISIONS

(or) [None]

	(Continued)
	EXHIBIT C [Dated and Effective] (or)
	(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]

FORM OF RATE SCHEDULE TF-2 SERVICE AGREEMENT

FORM OF	(Continued)	
	EXHIBIT D	
[(Dated and Effective	, (subject to Commission	<pre>acceptance) ]</pre>
	(or)	
[Dated	, Effective	_′
(sı	abject to Commission acceptance)]	
	to the	
Rat	e Schedule TF-2 Service Agreement	
	(Contract No)	
	between Northwest Pipeline LLC	
ar	nd	
	NEGOTIATED RATE PROVISIONS	
(Pursuant	t to Section 3.7 of Rate Schedule TF-2)	

Second Revised Sheet No. 358-B Superseding First Revised Sheet No. 358-B

# 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	

 ${\tt BUY-OUT\ PROVISION},$  pursuant to Section 11.8 of the General Terms and Conditions:

Fifth Revised Sheet No. 359 Superseding Fourth Revised Sheet No. 359

### FORM OF RATE SCHEDULE DEX-1 SERVICE AGREEMENT

	Rate Schedule DEX-1 Service Agreement Contract No
(Transporter) and $\_$	ENT (Agreement) by and between Northwest Pipeline LLC  (Shipper) is made and entered into on
into on[.] (	or) [and restates the Service Agreement made and entered]

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.

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
	h Daily Delivery Quantity
	b. Daily Delivery Quantity
2.	Exchange Points:
-•	a. Target Storage Facility:
	b. Deferred Exchange Storage Facility:
3.	Exchange Schedule:
	a. Transfer Date:
	<del></del>
	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]
	[Y, plus applicable sulcharges]
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]

Second Revised Sheet No. 362 Superseding First Revised Sheet No. 362

FORM OF	(Continued)	
	EXHIBIT B	
[(Dated and Effective	, (subject to Commission	acceptance)]
	(or)	
[Dated	, Effective	,
(su	abject to Commission acceptance)]	_
	to the	
Rate	e Schedule DEX-1 Service Agreement	
	(Contract No. )	
	between Northwest Pipeline LLC	
ar	nd	
	NON-CONFORMING PROVISIONS	

	FORM OF RAIL	E SCHEDULE DEX-1 SERVICE AGREEM (Continued)	4ENT
		EXHIBIT D	
[(Dated and Ef	ffective	, (subject to Commis	ssion acceptance)]
		(or)	
1]	Dated	, Effective	
	(subje	ect to Commission acceptance)]	
		to the	
	Rate Sc	hedule DEX-1 Service Agreement	
		(Contract No)	
	bet	ween Northwest Pipeline LLC	
	and _		
	NI	EGOTIATED RATE PROVISIONS	
	(Pursua	nt to Section 19.1 of the GT&C)	

### FORM OF RATE SCHEDULE PAL SERVICE AGREEMENT

	Rate Schedule PAL Service Agreement Contract No
	(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.

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
Ву:	Ву:
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.	<pre>[Park] or [Loan] Point: [Clay Basin]</pre>
3.	Recourse or Discounted Recourse Rate (per Dth): (Show "Not Applicable" if Exhibit D is attached.)
	<pre>a. [Maximum Base Tariff Rate]</pre>
	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)]
	<pre>c. Evergreen Provision: [No]</pre>
5.	Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit D [No] (or) [Yes]

Second Revised Sheet No. 366 Superseding First Revised Sheet No. 366

FORM OF R	ATE SCHEDULE PAL SERVICE A	AGREEMENT
	(Continued)	
	EXHIBIT B	
[(Dated and Effective	, (subject to	<pre>Commission acceptance)]</pre>
	(or)	
[Dated	, Effective	
(subj	ect to Commission acceptar	nce)]
	to the	
Rate	Schedule PAL Service Agree	ement
	(Contract No. )	
bet	ween Northwest Pipeline L	LC
and		
•		

NON-CONFORMING PROVISIONS

FORM OF RATE SCHEDULE PAL SERVIO	CE AGREEMENT
(Continued)	
EXHIBIT D	
[(Dated and Effective , (subject	to Commission acceptance)]
(or)	
[Dated , Effective	,
(subject to Commission accep	otance)]
to the	
Rate Schedule PAL Service Ac	greement
(Contract No.	)
between Northwest Pipelin	Le LLC
and	
NEGOTIATED RATE PROVISI	ONS

(Pursuant to Section 3.1 of Rate Schedule PAL)

Second Revised Sheet No. 368 Superseding First Revised Sheet Nos. 368 Through 369

#### FORM OF RATE SCHEDULE TPAL SERVICE AGREEMENT

	Rate Schedule TPAL Service Agreement Contract No
	SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC nsporter) and (Shipper) is made and entered into on
into	on] (or) [and restates the Service Agreement made and entered
WHER	EAS:
А.	[Insert recitals as appropriate to memorialize the context of the

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.

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:	Ву:
Name:	Name:
Title:	Title:

	RATE SCHEDULE (Cont	inued)		v T	
_		BIT A	_		
[Date	d and Effecti	.ve	]		
	( (	or)			
[Dated	<b>,</b> ]	Effective		]	
		the			
Rate	Schedule TPA	L Service A	greement		
	(Contract N	lo	)		
be	etween Northwe				
		_			
		DETAILS			
Maximum [Parked] (or	) [Loaned] Qu	antity:	Dth		
[Park] or [Loan] Poi:		sin] (or) [	Jackson Pra	airie],	
					,
[Park] or [Loan] School		ourse or Di	scounted Re	ecourse Rate	e (per
Dth) (rows inserted a	s needed):				
(-1 N 1 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
(Show "Not Applicable	e" if Exhibit	D is attac	hed.)		
a.					
Service	From	To Date	Min	Max	Rat
	Date		Daily	Daily	
			Qty	Qty	
Park / Loan					
			ı		
Service	From	To Date	Min Qty	Max Qty	Rat
	Date		_	_	
Park / Loan Balance					
rain , Boan Barance					
Service	From	To Date	Min	Max	Rat
SCIVICC		10 Bacc			rac
	Date		Daily	Daily	
			Qty	Qty	
Unpark / Loan Paybac	k				
b. Rate Discount C	onditions Con	sistent wit	h Section	3.2 of Rate	
Schedule TPAL:					
		J (- / L		, -	
Term:					
a. Primary Term Be	gin Date: [(	Date) 1			
1 20	,	/ 1			
b. Primary Term En	d Date: [(Dat	-e)1			
b. Primary Term En	d Date: [(Dat	ce)]			

Exhibit D [No] (or) [Yes]

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

FORM OF	RATE SCHEDULE TPAL SERVICE AGREEMENT	
	(Continued)	
	EXHIBIT B	
[(Dated and Effective	, (subject to Commissior	acceptance)]
	(or)	
[Dated	, Effective	
(sul	oject to Commission acceptance)]	
	to the	
Rate	Schedule TPAL Service Agreement	
	(Contract No. )	
b	etween Northwest Pipeline LLC	
and	d	

NON-CONFORMING PROVISIONS

FORM OF	RATE SCHEDULE TPAL SERVICE AGREEMENT	
	(Continued)	
	EXHIBIT D	
[(Dated and Effective	, (subject to Commission	acceptance)]
	(or)	
[Dated	, Effective	,
(su	.bject to Commission acceptance)]	_
	to the	
Rate	e Schedule TPAL Service Agreement	
	(Contract No.	
]	petween Northwest Pipeline LLC	
an	-	
G.:-		
	NEGOTIATED RATE PROVISIONS	
	NEGOTIATED NATE TROVISIONS	
(Pursuant	to Section 3.1 of Rate Schedule TPAL)	

#### FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT

Rate	Schedule	TFL-1	Service	Agreement
------	----------	-------	---------	-----------

			Contrac	ct No.						
THIS SERVICE A	AGREE	MENT	(Agreen	ment) b	y and	d between	n Northwes	t Pipe	eline	LLC
(Transporter)	and			(Sh:	ippe:	r)is made	e and enter	red in	nto o	n
	[.]	(or)	[and re	estates	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

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.

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
Ву:	By:
Name:	Name:
	Title:

	FORM OF RATE SCHE	DULE TFL-1 SERVICE (Continued)	E AGREEMENT
	[Base	Contract Version]	
	[Dated and Ef	EXHIBIT A fective	1
	[bacca and H	(or)	J
	[Dated	, Effective	1
		to the	
	Rate Schedule	TFL-1 Service Ag	reement
		act No)	
	between No	orthwest Pipeline	LLC
		-	
	and		
		RVICE DETAILS	
1.	Designated Lateral:		
2.	Transportation Contract Der	mand (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]

[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]
	( /
	[\$ 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 %1

[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)]

[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]

[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 SCHE	DULE TFL-1 SERVIC (Continued)	E AGREEMENT
	[Tem	porary	Capacity Rel	ease Replacement	Contract Version]
			[Dated and Ef	EXHIBIT A fective	]
	I	Dated		, Effective	]
			(Contr between No and	to the TFL-1 Service Ag act No) orthwest Pipeline  r/Contract No.: _	LLC
			S	SERVICE DETAILS	
1.	Designat	ed Lat	teral:		
2.	Transpo	rtation	n Contract Der	mand (CD):	Dth per day
3.	Primary	Receip	ot Point(s):	Maximum Daily	
	Point	ID	Name	Quantity (Dth)	
			Total		
4.	Primary	Delive	ery Point(s):	Maximum Daily Delivery	Delivery
	Point	ID	Name	Obligation (Dth)	Pressure (psig)
			Total		

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

[Temporary Capacity Release Replacement Contract Version]

EXHIBIT A (Continued)

5.	Trans	port	ation Ra	tes	:					
	[Use	the	version	of	"Reservation	Charge"	in	"a."	which	applies.

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) 6.

7.

8.

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

ı	Temporary	Capacity	Release	Replacement	Contract	Version
ı	Liemporary	Capacity	METERSE	Mehracement	Contract	ACTOTOLL

EVUIDIT A (Continued)

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
Transportation Term: Begin Date:
Nomination Cycle:
End Date:
Regulatory Authorization: [18 CFR 284.223] (or)
[18 CFR 284.102, on behalf of
Additional Exhibits: Exhibit B [No] (or) [Yes] Exhibit C [No] (or) [Yes]
Standard Capacity Release Conditions:
a. Releasing Shipper's recall rights:

- 9.
  - 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.]
  - Recall notification: [Allowed on any day] (or) [Allowed ii. only on a Business Day] (or) [Not Applicable].
  - Recall provisions in Section 22.2(a)(2) of the General iii. Terms and Conditions of Transporter's Tariff also apply: [Yes] (or) [No]
  - Recall provisions in Section 22.2(a)(3) of the General iv. Terms and Conditions of Transporter's Tariff also apply: [Yes] (or) [No]

[Temporary Capacity Release Replacement Contract Version]

### EXHIBIT A (Continued)

- b. Reput rights: [Yes] (or) [No]
- d. Primary Delivery Point may be changed through amendment:  $[{\tt Yes}] \ ({\tt or}) \ [{\tt No}]$
- e. Re-releasable: [Yes] (or) [No]
- 10. Additional Capacity Release Conditions pursuant to Section 22.7(k) of the GT&C: [None] or [(Description)]

Second Revised Sheet No. 378 Superseding First Revised Sheet No. 378

FORM OF	(Continued)	AGREEMENT
	EXHIBIT B	
[(Dated and Effective	, (subject to	Commission acceptance)]
	(or)	
[Dated	, Effective	
(sı	abject to Commission accepta	nce)]
	to the	
Rate	e Schedule TFL-1 Service Agr	eement
	(Contract No. )	
	between Northwest Pipeline I	LLC
ar	ıd	

NON-CONFORMING PROVISIONS

		(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.	DESCRIPT	ION OF FACILITIES:
		facilities contemplated by Section 21 of the GT&C to provide under this agreement include the following:
2.	RESPONSI	BILITY FOR FACILITIES COSTS:
	for the	suant to Section 21 of the GT&C, Shipper is responsible to pay actual cost of service for the facilities described above and sted the payment option set forth below.
3.	TERMS AN	D 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. Char	ge \$
		(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.)
		lerated Payment: [Description of accelerated payment provision] [None]

FORM OF RATE SCHEDULE TFL-1 SERVICE AGREEMENT

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 ir 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)

Second Revised Sheet No. 381 Superseding First Revised Sheet No. 381

FORM	OF	RATE	SCHEDULE	TFL-1	SERVICE	AGREEMENT
			(Cont	cinued)	)	

	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  $11.8\ \mathrm{of}\ \mathrm{the}\ \mathrm{General}\ \mathrm{Terms}$  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

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.

herein, Transporter and Shipper agree as follows:

- 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  ${\sf T}$

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.

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	Manimum Dailu Onantituu Dth nau dau
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)
	<pre>[(Specified period before or after a specified event)]</pre>
	c. Evergreen Provision: [No]
	(or)
	[Yes, see Section 6 of Rate Schedule TIL-1] (or)
	[Yes, see Exhibit B]

### 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]

Second Revised Sheet No. 389 Superseding First Revised Sheet No. 389

FORM OF	(Continued)	AGREEMENT
	EXHIBIT B	
[(Dated and Effective	, (subject to	Commission acceptance)
	(or)	
[Dated	, Effective	<i>'</i>
(sı	ubject to Commission acceptar	nce)]
Rate	e Schedule TIL-1 Service Agre	eement
	(Contract No. )	
	between Northwest Pipeline L	LC
ar	nd	
		<del></del>

NON-CONFORMING PROVISIONS

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

Second Revised Sheet No. 390 Superseding First Revised Sheet No. 390

RESERVED FOR FUTURE USE

FORM (	OF RATE SCHEDULE TIL-I SERVICE AGREEMENT (Continued)	
	EXHIBIT D	
[(Dated and Effective	re, (subject to Commission	acceptance)]
	(or)	
[Dated _	, Effective	.,
	(subject to Commission acceptance)]	
	to the	
Rá	ate Schedule TIL-1 Service Agreement	
	(Contract No)	
	between Northwest Pipeline LLC	
	and	
	NEGOTIATED RATE PROVISIONS	
(Pursua	nt to Section 3.6 of Rate Schedule TIL-1)	