

RATE SCHEDULES

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RATE SCHEDULE TF-1  
Firm Transportation

1. AVAILABILITY

This Rate Schedule is available as provided herein and incorporates the General Terms and Conditions to any party (hereinafter called "Shipper") for the transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Shipper desires firm service and Transporter has available capacity to render such firm service for Shipper. If at the time service is requested under this Rate Schedule, Transporter does not have capacity to receive firm transportation gas at the receipt point(s) requested for redelivery at the delivery point(s) requested, Transporter shall offer to receive firm transportation gas at other receipt point(s) where capacity may be available to enable redelivery at the delivery point(s) requested;

(b) Transporter can commence the service contemplated without need for construction of any additional pipeline facilities, except facilities for which a facilities agreement has been entered into between Transporter and Shipper pursuant to Section 21 or 29 of the General Terms and Conditions of this Tariff; and

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule for TF-1 (Large Customer) and TF-1 (Small Customer) service. The Service Agreement will specify the customer category, i.e., whether the Shipper is a Large Customer or Small Customer and, if the Shipper is an incremental expansion customer, whether the Shipper is a Columbia Gorge Expansion customer or a 25-Year Evergreen Expansion customer.

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(a) TF-1 (Large Customer): All rate provisions contained in this Rate Schedule apply to TF-1 (Large Customers).

(b) TF-1 (Small Customer): A TF-1 (Small Customer) is any pipeline or distribution company which elects Rate Schedule TF-1 (Small Customer) service and whose aggregate Transportation Contract Demand, as specified in its Service Agreement(s) hereunder, is for 10,000 Dth per day or less. (A Shipper qualified to elect either the TF-1 (Small Customer) or TF-1 (Large Customer) service hereunder may change its election permanently only in connection with the filing of a general Section 4 rate case by Transporter. Transporter shall provide such Shippers with an opportunity to make such an election prior to filing such rate applications.)

(c) Capacity Release Service is service initiated pursuant to Section 22 of the General Terms and Conditions and an executed Service Agreement for Rate Schedule TF-1 (Large Customer) service.

(d) Any Rate Schedule TF-1 (Small Customer) Shipper may convert all of its service temporarily to TF-1 (Large Customer) service to participate in Transporter's Capacity Release Program without amending its service agreement, provided that such temporary conversion shall be for a minimum term of twelve calendar months. Notice of the intent to so convert temporarily to TF-1 (Large Customer) service must be given to Transporter electronically using the TF-1 (Small Customer) temporary conversion election screen available in Northwest Passage on Transporter's Designated Site at least one (1) hour prior to the Timely Nomination Cycle for the gas day on which the conversion is to become effective. Shipper's temporary conversion election constitutes agreement to the temporary conversion. Any TF-1 (Small Customer) Shipper participating in a temporary conversion to TF-1 (Large Customer) service shall pay all rates and charges applicable to TF-1 (Large Customer) service during the term of such temporary conversion,

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.1(d) (Continued)

including reservation charges and surcharges applicable to such Shipper's full Transportation Contract Demand or such other rate to which Transporter and Shipper mutually agree, reduced as applicable by revenue credits applicable to Released Capacity. Any Rate Schedule TF-1 (Small Customer) Shipper which participates in such a temporary conversion shall be entitled to return to Rate Schedule TF-1 (Small Customer) service upon expiration of the term of the temporary conversion requested by such Shipper. However, such Shipper shall not be entitled to release its capacity rights for a term which extends beyond the term of the temporary conversion.

2.2 Transportation Components. Transportation service under this Rate Schedule, which does not include service on Designated Laterals, shall consist of:

(a) The receipt by Transporter for the account of Shipper of Shipper's gas at the Receipt Point(s) specified in the executed Service Agreement;

(b) The transportation of such gas through Transporter's pipeline system for the account of Shipper either directly or by displacement; and

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) The delivery of gas in thermally equivalent quantities after transportation (less any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions) by Transporter to Shipper or for the account of Shipper at the Delivery Point(s) specified in the executed Service Agreement.

2.3 Character of Service. Transportation service rendered to Shipper under this Rate Schedule is firm up to Shipper's Transportation Contract Demand as specified in its executed Service Agreement, subject to the executed Service Agreement and the limitations of this Rate Schedule, and is not subject to curtailment or interruption except as expressly provided in the General Terms and Conditions. Transportation service rendered under this Rate Schedule in excess of Shipper's Transportation Contract Demand is not firm.

3. MONTHLY RATE(S)

Each month, Shipper will pay Transporter for service rendered under this Rate Schedule the sum of the amounts specified in this Section 3, as applicable. Only those rate provisions contained in Sections 3.2, 3.4, 3.5 and 3.7 apply to TF-1 (Small Customers).

3.1 Reservation Charge.

(a) For TF-1 (Large Customer) service, the Reservation Charge is the sum of the daily product of Shipper's Transportation Contract Demand as specified in the executed Service Agreement and the Base Tariff Reservation Charge stated on Sheet No. 5 of this Tariff that applies to the customer category identified in the Service Agreement. The CRM Surcharge, as stated on Sheet 5-B of this Tariff, will apply to the Large Customer category, including the 25-Year Evergreen Expansion, for contracts having a primary term of one year or more. Unless specifically adjusted pursuant to Section 3.5 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 will apply.

For capacity release service, the Reservation Charge is the sum of the daily product of the accepted reservation charge bid

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

price which was bid by a Replacement Shipper or a Prearranged Replacement Shipper under the bidding procedures for capacity releases set forth in Section 22 of the General Terms and Conditions and the Transportation Contract Demand acquired by the Replacement Shipper or the Prearranged Replacement Shipper.

(b) Shipper will pay the Reservation Charges commencing with the primary term begin date set forth in the Service Agreement.

3.2 Volumetric Charge: The sum of (a) and (b) below:

(a) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the TF-1 (Large Customer) or TF-1 (Small Customer) base tariff volumetric transportation rate as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.5 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

(b) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the ACA component as referenced in footnote 2 on Sheet No. 5-A of this Tariff. This charge shall be subject to adjustment in accordance with Section 16 of the General Terms and Conditions.

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

(a) The amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Replacement Shipper or Prearranged Replacement Shipper after transportation during the month, after

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the accepted volumetric bid made by a Replacement Shipper or a Prearranged Replacement Shipper and by (iii) the Rate Schedule TF-1 Capacity Release Service Base Tariff Volumetric Charge, both as set forth on Sheet No. 5 of this Tariff.

(b) The amount set forth in Section 3.2 (b) hereof.

(c) If the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's or Prearranged Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) the quantity of Dth delivered by Transporter to Replacement Shipper or Prearranged Replacement Shipper under the subject Service Agreement during the month.

3.4 Additional Facility Reservation Surcharge: A Shipper who contracts for Columbia Gorge Expansion Project capacity will pay the facility reservation surcharge set forth in the footnotes to Sheet No. 5 of this Tariff and such surcharge will be in addition to all other applicable rates stated in this Section 3. The facility reservation surcharge was derived based on Transportation Contract Demand and the cost of service attributable to the Columbia Gorge Expansion Project incremental facilities and such derivation will remain in place until such time as a different allocation procedure is specified by Commission order. The monthly facilities reservation surcharge will be the sum of the daily product of Shipper's Transportation Contract Demand as specified in the executed Service Agreement and the applicable facility reservation surcharge for the Columbia Gorge Expansion Project facilities specified in the Footnotes to Sheet No. 5 of this Tariff.

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

3.5 Discounted Recourse Rates:

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

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



RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

3. MONTHLY RATE(S) (Continued)

3.6 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the Maximum Base Tariff Rate or a percentage of the Maximum Base Tariff Rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

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

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

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

3.8 Facilities Charge: If Transporter and Shipper enter into a facilities agreement pursuant to Section 21 or 29 of the General Terms and Conditions for Transporter to construct facilities and for Shipper to pay a facilities charge, the facilities charge will be set forth on Exhibit C to an executed Service Agreement.

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the Reservation Charge specified in Section 3.1 of this Rate Schedule, as applicable.

5. TRANSPORTATION CONTRACT DEMAND

The Transportation Contract Demand is the maximum quantity of Gas, expressed in Dth, that Transporter is obligated to receive (exclusive of fuel reimbursement furnished in-kind pursuant to Section 14 of the General Terms and Conditions), transport and deliver for Shipper on a

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

5. TRANSPORTATION CONTRACT DEMAND (Continued)

firm basis on any one Gas Day, as specified in an executed Service Agreement for service under this Rate Schedule. Transporter's service obligation is limited to Shipper's Transportation Contract Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

As long as the Transportation Contract Demand, as adjusted for any capacity releases, is not exceeded, Transporter shall be obligated to receive up to Shipper's Maximum Daily Quantity (MDQ) at each Primary Receipt Point and to deliver up to Transporter's Maximum Daily Delivery Obligation (MDDO) at each Primary Delivery Point at pressures at least as great as the pressures specified in Shipper's TF-1 Service Agreement, on a firm basis, as such MDQ and MDDO are adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

The aggregate MDQ at the Primary Receipt Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Transportation Contract Demand. The aggregate MDDO at the Primary Delivery Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Transportation Contract Demand, except for those Service Agreements that have aggregate MDDOs in excess of Transportation Contract Demand as a result of the grandfathering of pre-existing conjunctive nomination rights under the sales conversion program approved in Docket No. CP92-79.

6. SCHEDULED OVERRUN TRANSPORTATION

On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand specified in the executed Service Agreement, Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

6. SCHEDULED OVERRUN TRANSPORTATION (Continued)

For Scheduled Quantities in excess of Shipper's Transportation Contract Demand, Shipper shall pay for the excess gas transportation on any such day the amounts specified below:

6.1 An amount obtained as the sum of (a) and (b):

(a) An amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the maximum base scheduled overrun transportation rate per Dth as set forth on Sheet No. 5 of this Tariff, unless otherwise agreed to by Shipper and Transporter.

(b) An amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the ACA component as referenced in footnote 2 on Sheet No. 5-A of this Tariff. This charge shall be subject to adjustment in accordance with Section 16 of the General Terms and Conditions.

(c) Additionally, if Shipper and Transporter have agreed to a rate other than the maximum base scheduled overrun transportation rate, Shipper may, when nominating, electronically select an option that will automatically increase (by a stated dollar increment per dth) such rate up to the rate that will increase the likelihood of such quantities being scheduled pursuant to Section 12 of the General Terms and Conditions.

6.2 The fuel reimbursement provided for in Section 7 of this Rate Schedule.

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

7. FUEL GAS REIMBURSEMENT AND BTU BALANCING  
Refer to Section 14 of the General Terms and Conditions.
8. SHIPPER'S ARRANGEMENTS PRIOR TO RECEIPT AND AFTER DELIVERY  
Refer to Section 14 of the General Terms and Conditions.
9. GENERAL TERMS AND CONDITIONS

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

10. RESERVATION CHARGE ADJUSTMENTS

10.1 Eligibility. Any Shipper receiving firm transportation service under this Rate Schedule may be eligible for reservation charge adjustments if Transporter fails to provide primary firm transportation due to scheduled or unscheduled maintenance, force majeure, or the Unavailability of Transporter's Facilities.

10.2 Definitions. For purposes of this Section 10 only, the following definitions apply:

Annual Deficiency Volume: The Annual Deficiency Volume for any Constraint Point is the sum of the Deficiency Volumes at that Constraint Point for all Deficiency Periods during a calendar year.

Annual Exemption Volume: The Annual Exemption Volume for any Constraint Point is the lesser of (1) the Constraint Point Design Capacity or (2) the aggregate Constraint Point Firm Rights, times 365 (or 366 days for leap years), multiplied by three percent (3%).

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

Constraint Point: Any receipt point, delivery point, or corridor through which primary nominations are not confirmed due to scheduled or unscheduled maintenance, force majeure, or the Unavailability of Transporter's Facilities at such constraint point or upstream or downstream of such point which reduce Transporter's ability to flow gas through the point.

Constraint Point Actual Capacity: Physical capacity at a Constraint Point which is available on any day.

Constraint Point Design Capacity: Physical design capacity at a Constraint Point when all facilities are fully functional under reasonably representative operating assumptions.

Constraint Point Firm Rights: The rights of a Shipper under Rate Schedule TF-1 to receive firm service through a Constraint Point, based on (1) primary receipt and delivery point rights and (2) corridor rights where primary receipt and/or delivery points establish a call on the relevant capacity.

Deficiency Period: A Deficiency Period begins on the day when aggregate nominations using Constraint Point Firm Rights exceed Constraint Point Actual Capacity and Transporter is unable to schedule otherwise acceptable nominations due to scheduled or unscheduled maintenance, force majeure, or the Unavailability of Transporter's Facilities. A Deficiency Period continues until the earlier of (1) the day when the Constraint Point Actual Capacity is restored to the level of the Constraint Point Design Capacity or (2) the day when Transporter is able to schedule all otherwise acceptable nominations with applicable Constraint Point Firm Rights. A Deficiency Period may be a Declared Entitlement Period, subject to the provisions of Section 14.6 of the General Terms and Conditions.

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

Deficiency Volume: The quantity derived from subtracting the Constraint Point Actual Capacity from the lesser of (1) the Constraint Point Design Capacity or (2) the aggregate Constraint Point Firm Rights.

Excess Deficiency Volume: The Excess Deficiency Volume for any Constraint Point is the amount by which the Annual Deficiency Volume for a Constraint Point exceeds the Annual Exemption Volume for that Constraint Point.

Unavailability of Transporter's Facilities: Where Transporter's facilities that have been certificated, constructed, and placed into service cannot be fully utilized for their intended operation and use for reasons other than scheduled or unscheduled maintenance or force majeure.

10.3 Determination of Adjustments. Pursuant to extensive negotiations and the settlement reached between Transporter and Shippers as identified in Docket No. RP99-81-000, and approved by the Commission on November 6, 1998, 85 FERC ¶ 61,195, reservation adjustments will be calculated as follows:

(a) On the first day of any Deficiency Period, Transporter will post to its Designated Site the daily Deficiency Volume for the affected Constraint Point, the Constraint Point Design Capacity, the Constraint Point Actual Capacity, and the estimated duration of the Deficiency Period. Such information may be revised as applicable during the Deficiency Period.

(b) At least 24 hours prior to the end of any Deficiency Period, Transporter will notify affected Shippers via a posting on Transporter's Designated Site, and, if specified by Shipper on the Business Associate Information form, via an Internet E-mail or fax to the Shipper, of the date on which Transporter expects to restore the Constraint Point Design Capacity or to be able to schedule all nominations with Constraint Point Firm Rights. If Transporter is able to restore the Constraint Point Design Capacity or is able to schedule such nominations, the Deficiency Period will be deemed to have ended as specified by Transporter. Otherwise, the Deficiency Period will continue until Constraint Point Design Capacity is restored or aggregate nominations with Constraint Point Firm Rights can be scheduled.

RATE SCHEDULE TF-1  
Firm Transportation (Continued)

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

(c) At the end of each calendar year, Transporter will post the Annual Deficiency Volume and the Annual Exemption Volume for each affected Constraint Point. Transporter will then compare the Annual Deficiency Volume for each affected Constraint Point to the Annual Exemption Volume for that Constraint Point. If there is an Excess Deficiency Volume for any Constraint Point, Transporter will allocate such Excess Deficiency Volume pro rata to the affected Shippers, based on Constraint Point Firm Rights during the Deficiency Period(s). Each Shipper's allocation will be the sum of its applicable Constraint Point Firm Rights for all Deficiency Periods divided by the sum of the applicable Constraint Point Firm Rights of all Shippers for those Deficiency Periods, multiplied by the Excess Deficiency Volume for a Constraint Point.

(d) Transporter will calculate reservation charge adjustments under each Service Agreement by multiplying a Shipper's allocated share of the Excess Deficiency Volume for each Constraint Point by the weighted average Base Tariff Reservation Charge paid under such Service Agreement for such Constraint Point for the Deficiency Periods during which the Service Agreement was in effect.

10.4 Payment. All reservation charge adjustments will be issued or refunds paid within 90 days from the end of the applicable calendar year.



RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

10. RESERVATION CHARGE ADJUSTMENTS (Continued)

10.5 Sole Remedy. Reservation charge adjustments pursuant to this Section 10 are Shipper's sole remedy for damages relating to Transporter's failure to provide primary firm transportation service under Rate Schedule TF-1, unless such damages result from the negligence or willful misconduct of Transporter.

11. RECEIPT AND DELIVERY POINT FLEXIBILITY

11.1 Permanent Changes to Primary Receipt and Delivery Points. Subject to the availability provisions of this Rate Schedule, any Shipper may permanently change primary receipt or delivery points by amending Exhibit A of the Service Agreement.

11.2 Use of Alternate Receipt and Delivery Points on a Temporary Basis.

(a) All TF-1 Shippers may use any physical receipt or delivery point without amending Exhibit A of the Service Agreement. Such points will be available for the receipt or delivery of gas on a firm basis, in accordance with the scheduling priorities delineated in Section 12 of the General Terms and Conditions.

(b) Transporter shall schedule service at alternate receipt and delivery points on a daily basis pursuant to Section 14 of the General Terms and Conditions.

(c) The scheduling of service at alternate receipt or delivery points under a Service Agreement will not result in the loss of firm contract rights to a Shipper's primary receipt or delivery points as specified in the Shipper's Service Agreement.

11.3 Procedures for Requesting Permanent Receipt and Delivery Point Changes. Any Shipper who wishes to amend the primary receipt or delivery points, or the associated Maximum Daily Quantity or Maximum Daily Delivery Obligation named in Exhibit A of its Service Agreement, will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

11. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

by 1:00 p.m. Central Clock Time (12:00 noon Mountain Clock Time) four (4) business days prior to the first of the month for which the change is desired, or for changes to occur during a month, after the first of the month, two (2) business days prior to the commencement of service, unless otherwise agreed to by the parties. If Transporter determines that a receipt or delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested effective date or the date executed by Transporter, provided that such date shall not exceed fifteen days from the date of receipt of the amendment by Transporter. Notice of the resulting changes in available receipt or delivery point capacity will be posted to Transporter's Designated Site at least one (1) business day prior to implementation of such change.

Firm receipt and delivery point and associated mainline capacity will be posted to Transporter's Designated Site pursuant to Section 25.4 of the General Terms and Conditions and will be available for permanent receipt and/or delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

11.4 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Transportation Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 6 of this Rate Schedule.

12. CONTRACT TERM EXTENSIONS

12.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of a long-term Service Agreement, the following conditions will apply:

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

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 12.1(b) will be deemed given when posted on Transporter's Designated Site.

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

(a) The established rollover period will be:

(i) one day for Service Agreements with a primary term of one day;

(ii) one month for Service Agreements with a primary term of at least two days but less than one year; or

(iii) one year for Service Agreements with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) one Business Day before the termination date if Section 12.2(a)(i) applies;

(ii) ten Business Days before the termination date if Section 12.2(a)(ii) applies; or

(iii) one year before the termination date if Section 12.2(a)(iii) applies.

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

(c) The termination notice required under Section 12.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

12.3 Grandfathered Unilateral Evergreen Provision. If Shipper's Service Agreement contains a grandfathered unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

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

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

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

(d) The termination notice required under Section 12.3(b) will be deemed given when posted on Transporter's Designated Site.

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

12. CONTRACT TERM EXTENSIONS (Continued)

12.4 Extension for a Portion of Contract Rights. If a Shipper with the contractual right in its Service Agreement to extend the primary term of its Service Agreement under a contractual rollover or evergreen provision for only a portion of its firm contract rights elects to exercise such right, the aggregate MDQs and aggregate MDDOs for the extended term must be retained by the same percentage as the Transportation Contract Demand is retained. Shipper may specify the MDQs it wishes to retain at each Receipt Point and the MDDOs it wishes to retain at each Delivery Point.

13. SEGMENTATION

13.1 To the extent operationally feasible, a Shipper may temporarily segment its capacity into separate parts for its own use or for the purpose of releasing capacity to a Replacement Shipper. Transporter will respond to a Shipper's segmentation request within two business days following the request; and if the segmentation request is approved, Transporter will issue new Service Agreements for each of the segments within one hour of notification to the Shipper that the request is approved.

13.2 Transporter will permit nominations of forward hauls up to Transportation Contract Demand and backhauls up to Transportation Contract Demand to the same point at the same time for segmented capacity.

13.3 Segmentation without Capacity Release. A Shipper that wishes to segment its capacity into separate parts for its own use is subject to the same procedures as apply to the temporary capacity release of segmented capacity under Sections 22 and 23 of the General Terms and Conditions except that the Shipper's release of capacity to itself will always be non-biddable. Such transactions will be treated as temporary capacity releases with the Shipper acting as both the Releasing Shipper and the Replacement Shipper. New Service Agreements will be executed with the Shipper for all new segments. Such Shipper also is specifically subject to the following:

- (a) Capacity between a Shipper's primary receipt point(s) and primary delivery point(s) may be segmented into separate Service Agreements for a Shipper's own use, provided that such segmentation is operationally feasible and provided that firm capacity is available at and between the designated points;

RATE SCHEDULE TF-1  
Firm Transportation  
(Continued)

13. SEGMENTATION (Continued)

(b) Transportation Contract Demand under any Service Agreement created as a result of segmentation may not exceed the Transportation Contract Demand under Shipper's Service Agreement as it existed before the segmentation; and

(c) Each Service Agreement will have a primary receipt point and a primary delivery point, but Shipper will have the right to use any available alternate receipt and delivery points on a secondary firm basis, with a scheduling priority consistent with Section 12 of the General Terms and Conditions of Transporter's tariff.

13.4 Segmentation with Capacity Release. A Shipper that wishes to segment its capacity for the purpose of releasing all or part of that capacity to a Replacement Shipper is subject to the capacity release provisions of Sections 22 and 23 of the General Terms and Conditions of Transporter's tariff. New Service Agreements will be executed with the Releasing Shipper for the retained segment(s) and the Replacement Shipper for the released segment.

RESERVED FOR FUTURE USE

RATE SCHEDULE TI-1  
Interruptible Transportation

1. AVAILABILITY

This Rate Schedule is available on a first-come, first-served basis to any party (hereinafter called "Shipper") for the transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Transporter can render the service contemplated without need for construction of any additional pipeline facilities, except for facilities for which a facilities agreement has been entered into between Transporter and Shipper pursuant to Section 21 of the General Terms and Conditions of this Tariff; and

(b) Shipper and Transporter shall have executed a Service Agreement for service under this Rate Schedule.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule.

2.2 Transportation Components. Transportation service under this Rate Schedule, which does not include service on Designated Laterals, shall consist of:

(a) The receipt by Transporter for the account of Shipper of Shipper's gas at the Receipt Point(s) specified in the executed Service Agreement;

(b) The transportation of such gas through Transporter's pipeline system for the account of Shipper either directly or by displacement; and



RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) The delivery of gas in thermally equivalent quantities after transportation (less any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions) by Transporter to Shipper or for the account of Shipper at the Delivery Point(s) specified in the executed Service Agreement.

2.3 Character of Services. Transportation service rendered under this Rate Schedule is interruptible, and subject to curtailment or interruption at any time as expressly delineated in the General Terms and Conditions.

3. MONTHLY RATE

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

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

(a) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel reimbursement provided in-kind in accordance with Section 14 of the General Terms and Conditions, by (ii) the base tariff interruptible transportation rate as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.2 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

(b) An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement provided in-kind in accordance with Section 14 of the General Terms and Conditions, by (ii) the ACA component as referenced in footnote 2 on Sheet No. 5-A of this Tariff. This charge shall be subject to adjustment in accordance with Section 16 of the General Terms and Conditions.

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

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

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

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

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

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

3. MONTHLY RATE (Continued)

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

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

4. SHIPPER'S MAXIMUM DAILY QUANTITY

The executed Service Agreement shall specify a maximum daily quantity of gas to be transported thereunder for Shipper. The maximum daily quantity refers to the quantity of gas to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

5. FUEL GAS REIMBURSEMENT

Refer to Section 14 of the General Terms and Conditions.

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

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

Refer to Section 14 of the General Terms and Conditions.

7. RECEIPT AND DELIVERY POINT FLEXIBILITY

Transporter will allow amendments to receipt or delivery points designated in Service Agreements under this Rate Schedule. Any Shipper who wishes to amend the receipt or delivery points named in its Service Agreement will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement which implements a revised Exhibit A.

Interruptible shippers who are bumped by changes to receipt and delivery points by firm Shippers, as specified in Section 11 of Rate Schedule TF-1, shall have the right to switch receipts or deliveries on a flexible basis to any other available receipt or delivery point, consistent with the priority of service provisions contained in Section 12 and the operating conditions specified in Section 14 of the General Terms and Conditions.

Nominations for interruptible service will be honored at such receipt or delivery points consistent with the priority of service provisions contained in Section 12 of the General Terms and Conditions. The total volumes nominated for all receipt and delivery points must not exceed Shipper's maximum daily quantity, except as otherwise provided in Section 4 of this Rate Schedule.

8. EVERGREEN PROVISION

8.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as contemplated by Section 4 of the Service Agreement, the following conditions will apply:

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

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon

RATE SCHEDULE TI-1  
Interruptible Transportation  
(Continued)

8. EVERGREEN PROVISION (Continued)

the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 8.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except Sections 22, 23, 24 and 25 and except as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

RESERVED FOR FUTURE USE

RATE SCHEDULE SGS-2F  
Storage Gas Service - Firm

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of natural gas storage service from Transporter when Shipper and Transporter have executed a Service Agreement for the storage of gas under this Rate Schedule and have arranged for the related transportation of gas to and from the Jackson Prairie Storage Project under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to firm storage gas service at the Jackson Prairie Storage Project. The executed Service Agreement for service under this Rate Schedule will specify the Shipper category, i.e., whether the Shipper is a Pre-Expansion Shipper or an Expansion Shipper. The Jackson Prairie Storage Project capacity available for this Rate Schedule will be Transporter's undivided interest as an owner in the Project, excluding any portion of such interest which may be authorized for use by Transporter for transportation balancing. Delivery of natural gas by Shipper to Transporter for injection and by Transporter to Shipper upon withdrawal shall be at the point of interconnection between the Jackson Prairie Storage Project and Transporter's main transmission line.

2.2 Storage Components. Firm storage service consists of Transporter's injection storage and withdrawal of Shipper's gas.

2.3 Character of Service. Storage gas service rendered to Shipper under this Rate Schedule, up to Shipper's Storage Demand and Storage Capacity and subject to the limitations of this Rate Schedule and the executed Service Agreement, shall be firm and shall not be subject to curtailment or interruption except as expressly provided in this Rate Schedule and in the General Terms and Conditions. Storage gas service rendered to Shipper under this Rate Schedule in excess of Shipper's Storage Demand and Storage Capacity is not firm.

2.4 Capacity Release. Shippers releasing firm storage rights shall do so in accordance with the capacity release provisions outlined in Section 22 of the General Terms and Conditions. Any such release is subject to the terms and conditions of this Rate Schedule.

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

3. MONTHLY RATE

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

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

(a) The demand charge will be the sum of the daily product of Shipper's Storage Demand and the Demand Charge rate stated on the Statement of Rates in this Tariff that applies to the customer category identified in the Service Agreement.

(b) The capacity demand charge is the sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge rate stated on the Statement of Rates in this Tariff that applies to the customer category identified in the Service Agreement.

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

3.2 Discounted Recourse Rates.

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

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



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

3. MONTHLY RATE (Continued)

3.3 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 7. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, the Replacement Shipper will be obligated to pay:

(a) the lesser of the awarded bid rate and the new Maximum Base Tariff Rate, or the greater of the awarded bid rate and the new minimum base tariff rate, as applicable, for the remaining term of the release for capacity release transactions with a term of more than one year and where the awarded bid rate was not tied to the Maximum Base Tariff Rate as it may change from time to time;

(b) the greater of the minimum base tariff rate and the awarded bid rate for the remaining term of the release for capacity release transactions with a term of one year or less that take effect on or before one year from the date on which Transporter is notified of the release and where the award bid rate was not tied to the Maximum Base Tariff Rate; or

(c) the new Maximum Base Tariff Rate or, if applicable, the percentage of the new Maximum Base Tariff Rate for capacity release transactions where the awarded bid rate was tied to the Maximum Base Tariff Rate as it may change from time to time.

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

For capacity release service subject to volumetric bid rates, the payments by the Replacement Shipper shall be equal to the accepted volumetric bid rate for withdrawals multiplied by the actual volumes withdrawn each day plus the accepted volumetric bid rate for storage multiplied by the actual volumes in storage each day.

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

3. MONTHLY RATE (Continued)

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

4. MINIMUM MONTHLY BILL

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

5. FUEL GAS REIMBURSEMENT

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

6. STORAGE DEMAND

The Storage Demand shall be the largest number of Dth Transporter is obligated to withdraw and deliver to Shipper, and Shipper is entitled to receive from Transporter, at Jackson Prairie on any one day, to the limitations set forth in Section 9 below, and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand, as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

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

7. STORAGE CAPACITY

Shipper's Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to store for Shipper's account and shall be specified in the executed Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity, as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

8. DEFINITIONS

8.1 A Storage Cycle is the twelve-month period beginning October 1 of any calendar year and ending September 30 of the following calendar year.

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

8.3 Shipper's Working Gas Quantity for a Storage Cycle shall be determined as of October 1 and shall be the lesser of:

(a) Shipper's Working Gas Inventory as of October 1, the beginning of the Storage Cycle; or

(b) The minimum quantity of Shipper's Working Gas Inventory at any time between August 31 and September 30 of the preceding Storage Cycle divided by 0.80; or

(c) The minimum quantity of Shipper's Working Gas Inventory at any time between June 30 and September 30 of the preceding Storage Cycle divided by 0.35.

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

8. DEFINITIONS (Continued)

The above method of determining Shipper's Working Gas Quantity may be modified consistent with any comparable modification under the January 15, 1998 Gas Storage Project Agreement, or superseding agreement, permitted by the Jackson Prairie Storage Project Management Committee. A Shipper's Working Gas Quantity will be adjusted for any Working Gas Quantity released as indicated on Exhibit A to a Replacement Shipper's Service Agreement.

8.4 Shipper's Available Working Gas on any day during the Storage Cycle shall be equal to Shippers' Working Gas Inventory less Shipper's Unavailable Working Gas.

8.5 Shipper's Unavailable Working Gas on any day during the Storage Cycle shall be equal to the highest level of Shipper's Working Gas Inventory during the preceding days of the current Storage Cycle less Shipper's Working Gas Quantity.

9. WITHDRAWALS OF STORAGE GAS

9.1 General Procedure. Shipper may nominate to withdraw gas on any day, specifying the quantity of gas within Shipper's Available Working Gas which it desires withdrawn under this Rate Schedule during such day. Transporter will schedule the withdrawal of the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject as necessary to confirmation of the nomination changes for the related transportation service agreement.

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

9. WITHDRAWALS OF STORAGE GAS (Continued)

9.2 Withdrawal Obligation. Transporter's daily withdrawal obligation shall be at 100 percent of the Shipper's Storage Demand as long as Shipper's Available Working Gas is greater than or equal to 60 percent of Shipper's Storage Capacity. On any day when Shipper's Available Working gas is less than 60 percent of Shipper's Storage Capacity, Transporter's daily withdrawal obligation shall be reduced by two percent of Shipper's Storage Demand for each one percent that Shipper's Available Working Gas is less than 60 percent of Shipper's Storage Capacity, until a minimum daily withdrawal rate equal to 10 percent of Shipper's Storage Demand is reached.

10. INJECTIONS OF WORKING GAS FOR SHIPPER'S ACCOUNT

Upon Transporter's request, Shipper shall provide written notice to Transporter prior to May 1 of each year, of the quantities of gas to be injected for the account of Shipper during the period of May 1 through September 30 of such year. Shipper may nominate to inject gas on any day, specifying the quantity of gas it desires injected under this Rate Schedule during such day, including the applicable fuel reimbursement requirements. Transporter will schedule the injection of the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject to delivery of such quantity, and shall retain any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions in addition to any fuel reimbursement required from the party under whose Service Agreement the gas is to be transported to Jackson Prairie.

11. RESERVED FOR FUTURE USE

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

12. LIMITATIONS ON INJECTIONS AND WITHDRAWALS FROM STORAGE

Shipper may Nominate gas to be injected into or withdrawn from storage for Shipper's account at any time during the year. In no event shall the balance of gas stored in Shipper's account exceed Shipper's Storage Capacity as defined under Section 6 of this Rate Schedule. Transporter will schedule available injection capacity consistent with the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions.

After the commencement of an annual Storage Cycle, withdrawals from Shipper's Available Working Gas may be replaced both to maintain deliverability and to restore the quantity available for withdrawals. Additional working gas may also be injected during the Storage Cycle; provided, however, that Shipper's Unavailable Working Gas as defined in Section 8 above shall not be available for withdrawal during the current Storage Cycle.

13. WITHDRAWALS IN EXCESS OF FIRM ENTITLEMENT (BEST-EFFORTS WITHDRAWALS)

Shipper may nominate to withdraw quantities in excess of Shipper's Storage Demand on a best-efforts basis; provided, however, that the total quantity withdrawn may not exceed the level of Shipper's Available Working Gas. Transporter may make such excess withdrawal, consistent with the priority of service provisions contained in Section 12 of the General Terms and Conditions.

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

14. TRANSFER OF WORKING GAS INVENTORY

Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Working Gas Inventories to any capacity holder in the Jackson Prairie Storage facility under Rate Schedules SGS-2F, SGS-2I, TPAL, and PAL. Participating Shippers must notify Transporter's Marketing Services personnel of their intent to transfer such inventory, in writing. Transfers of Working Gas Inventory may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule SGS-2F Shipper to transfer such Shipper's Working Gas Inventory to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule SGS-2F Shipper's Working Gas Inventory account.

Transfers from a SGS-2F to SGS-2I, TPAL, and PAL contracts will be scheduled pursuant to the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions.

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

15. EVERGREEN PROVISION

15.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

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

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 15.1(b) will be deemed given when posted on Transporter's Designated Site.

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



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

15. EVERGREEN PROVISION (Continued)

(a) The established rollover period will be:

(i) one month for a Service Agreement with a primary term of less than one year; or

(ii) one year for a Service Agreement with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) ten Business Days before the termination date if Section 15.2(a)(i) applies; or

(ii) one year before the termination date if Section 15.2(a)(ii) applies.

(c) The termination notice required under Section 15.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

15.3 Grandfathered Unilateral Evergreen Provision. If Shipper's Service Agreement contains a grandfathered unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

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

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

15. EVERGREEN PROVISION (Continued)

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

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

(d) The termination notice required under Section 15.3(b) will be deemed given when posted on Transporter's Designated Site.

16. GENERAL TERMS AND CONDITIONS

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

RESERVED FOR FUTURE USE

RATE SCHEDULE SGS-2I  
Storage Gas Service - Interruptible

1. AVAILABILITY

This open-access Rate Schedule is available to any Shipper for the purchase of natural gas storage service from Transporter when Shipper and Transporter have executed a Service Agreement for the storage of gas under this Rate Schedule and have arranged for the related transportation of gas to and from the Jackson Prairie Storage Project under one of Transporter's Transportation Rate Schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to interruptible storage service at the Jackson Prairie Storage Project. Delivery of natural gas by Shipper to Transporter for injection and by Transporter to Shipper upon withdrawal shall be at the point of interconnection between the Jackson Prairie Storage Project and Transporter's main transmission line.

2.2 Service Components. Interruptible storage service consists of Transporter's injection, storage and withdrawal of Shipper's gas.

2.3 Character of Service. Storage gas service rendered to Shipper under this Rate Schedule shall be interruptible up to Shipper's Interruptible Storage Capacity, and shall be subject to the executed Service Agreement, and the limitations of this Rate Schedule. The scheduling priorities and curtailment policy applicable to this service will be in accordance with Section 12 of the General Terms and Conditions.

If and to the extent Shipper's Working Gas Inventory cannot continue to be accommodated within the storage capacity available to Transporter, for any reason, or such utilized storage capacity is needed to meet Transporter's firm obligations under Rate Schedule SGS2F or Transporter's system balancing requirements, Transporter will notify Shipper that, within seven days of such notice, Shipper is required to reduce the level of its Working Gas Inventory existing on the day of such notice to a level specified by Transporter.

Prior to the end of any seven day period (or any extension of such period, as applicable,) Transporter may notify Shipper that it has revised the required level applicable to Shipper's Working Gas Inventory. If the new level is higher than the previously specified

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

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

level, the seven day period continues to apply to that portion of Shipper's Working Gas Inventory that is in excess of the revised level. If the revised level is lower than the previously specified level, requiring additional gas to be withdrawn, the seven day period applicable to the volume of Shipper's Working Gas Inventory in excess of the previously specified level is still valid but a new seven day period will apply to the volume of Shipper's Working Gas Inventory that is in excess of the newly specified level.

However, if Shipper has nominated Working Gas Inventory from the Jackson Prairie Storage Project using primary Receipt and Delivery Points under a Rate Schedule TF-1 or Rate Schedule TF-2 service agreement and Transporter is unable to provide the related transportation, then such seven day period shall be extended by one day for each day Transporter is unable to render such transportation. Transporter shall not extend the seven day period if Transporter is unable to provide the related transportation under a Rate Schedule TF-1 Service Agreement using alternate points or overrun nominations or under a Rate Schedule TI-1 Service Agreement. If Shipper fails to reduce its Working Gas Inventory to the level specified by Transporter within seven days (or any applicable extensions) of receiving notice from Transporter, then Transporter shall take title to all of Shipper's Working Gas Inventory in excess of the Working Gas Inventory level specified by Transporter, free and clear of any adverse claims.

3. MONTHLY RATE

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

3.1 Volumetric Charge. Shipper will pay Transporter for service rendered hereunder a volumetric charge in an amount equal to the sum of the daily product of Shipper's Working Gas Inventory and the Maximum Base Tariff Rate per Dth as set forth on Sheet No. 7 of this Tariff.

The related transportation of gas to and from the Jackson Prairie Storage Project shall be subject to separate transportation charges under Transporter's applicable open-access Transportation Rate Schedules. The volumetric charge set forth in this Section 3 is exclusive of the aforementioned transportation charges.

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

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

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

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

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

4. FUEL GAS REIMBURSEMENT

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

5. DEFINITIONS

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

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

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

6. WITHDRAWALS FOR SHIPPER'S ACCOUNT

6.1 General Procedure. Shipper may nominate to withdraw gas at any time during the year. Shipper may nominate to withdraw gas under this Rate Schedule on any day, specifying the quantity of gas within Shipper's Working Gas Inventory. Transporter will schedule the quantity of gas so nominated subject to the limitations set forth in this Rate Schedule and subject to acceptance of such quantity by the party under whose Service Agreement the gas is to be transported. Transporter will schedule withdrawals in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.

6.2 Withdrawal Limitation. In no event shall withdrawals for a Shipper exceed the balance of gas stored in Shipper's account.

7. INJECTIONS FOR SHIPPER'S ACCOUNT

7.1 General Procedure. Shipper may nominate to inject gas at any time during the year. Shipper may nominate to inject gas under this Rate Schedule on any day, specifying the quantity of gas it desires injected, including applicable fuel reimbursement requirements. Transporter will schedule the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule and subject to delivery of such quantity, and shall retain any fuel use reimbursement furnished in-kind in accordance with Section 14 of the General Terms and Conditions.

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

7. INJECTIONS FOR SHIPPER'S ACCOUNT (Continued)

7.2 Injection Limitation. Injections may be scheduled only to the extent that injection and storage capacity is available to Transporter which is not being utilized for Rate Schedule SGS-2F service or for Transporter's balancing requirements.

In no event shall injections result in the balance of gas stored in Shipper's account exceeding Shipper's Interruptible Storage Capacity.

8. TRANSFER OF WORKING GAS INVENTORY

Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Working Gas Inventories to any capacity holder in the Jackson Prairie Storage facility under Rate Schedule SGS-2F, SGS-2I, PAL, and TPAL whose contractual rate is equal to or greater than the transferring capacity holder's contractual rate. Participating Shippers must notify Transporter's Marketing Services personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Working Gas Inventory may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule SGS-2I Shipper to transfer such Shipper's Working Gas Inventory to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule SGS-2I Shipper's Working Gas Inventory account.



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

9. EVERGREEN PROVISION

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

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

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.

(c) Termination notice under Section 9.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

10. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions contained in this Tariff.

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

**First Revised Sheet Nos. 66 Through 69**  
**Superseding**  
**Substitute Original Sheet Nos. 66 Through 69**

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RATE SCHEDULE LS-2F  
Liquefaction-Storage Gas Service - Firm

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of a liquefaction-storage gas service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and have arranged for the related transportation of gas to and from the Plymouth LNG Facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

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

2.4 Capacity Release. Shippers releasing firm storage rights shall do so in accordance with the capacity release provisions outlined in Section 22 of the General Terms and Conditions. Any such release is subject to the terms and conditions of this rate schedule and may require a transfer of the Storage Capacity Balance as specified in Section 10 of this Rate Schedule.

3. MONTHLY RATE

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

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

3. MONTHLY RATE (Continued)

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

(a) The demand charge will be the sum of the daily product of Shipper's Storage Demand and the Demand Charge rate.

(b) The capacity demand charge will be the sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge rate.

(c) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction into Shipper's storage account (except as provided in Section 9 of this Rate Schedule) and the Liquefaction rate.

(d) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization rate.

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

3.2 Charges for Capacity Release Service: The rates for capacity release service that are applicable to this Rate Schedule are set forth in the Statement of Rates of this Tariff. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the Maximum Base Tariff Rate or a percentage of the Maximum Base Tariff Rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

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

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

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

3. MONTHLY RATE (Continued)

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

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

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

3. MONTHLY RATE (Continued)

3.3 Discounted Recourse Rates.

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

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

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

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

4. MINIMUM MONTHLY BILL

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

5. FUEL GAS REIMBURSEMENT

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

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

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

6. DEFINITIONS

6.1 Storage Demand. The Storage Demand shall be the largest number of Dth Transporter is obligated to vaporize for, and Shipper is entitled to receive from, the Plymouth LNG Facility under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.2 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.3 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.

6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

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

6. DEFINITIONS (Continued)

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

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

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

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

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

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

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

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

8.1 General Procedure. Shipper may nominate vaporization of gas on any day during the Vaporization Period, specifying the quantity of gas it desires vaporized under this Rate Schedule during such day. Transporter shall vaporize and deliver for transportation the quantity of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.

8.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions to the limitations set forth in this Rate Schedule.

8.3 Daily Vaporization in Excess of Shipper's Storage Demand. Shipper may Nominate a quantity of gas in excess of Shipper's Storage Demand and Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Term and Conditions.

8.4 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

9. LNG BOIL-OFF

9.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.

9.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the re-liquefaction of Boil-off will be subject to fuel use reimbursement.



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

9. LNG Boil Off (Continued)

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

10. TRANSFER OF STORAGE CAPACITY BALANCE

Shippers subject to this Rate Schedule and to Rate Schedule LS-2I may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Storage Capacity Balances may not result in any given Shipper taking title to inventory that exceed such Shipper's Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

11. EVERGREEN PROVISION

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

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

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 11.1(b) will be deemed given when posted on Transporter's Designated Site.

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

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

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

11. EVERGREEN PROVISION (Continued)

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least one year before the termination date.

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

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

(a) The established rollover period will be:

(i) one month for a Service Agreement with a primary term of less than one year; or

(ii) one year for a Service Agreement with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) ten Business Days before the termination date if Section 11.3(a) (i) applies; or

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

(c) The termination notice required under Section 11.3(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

12. GENERAL TERMS AND CONDITIONS

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

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

**First Revised Sheet Nos. 88 Through 89**  
**Superseding**  
**Substitute Original Sheet Nos. 88 Through 89**

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RATE SCHEDULE LS-2I  
Liquefaction-Storage Gas Service - Interruptible

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of a liquefaction-storage gas service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and have arranged for the related transportation of gas to and from the Plymouth LNG Facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

2.3 Character of Service. Service rendered to Shipper under this Rate Schedule, up to Shipper's Storage Capacity shall be interruptible and shall be subject to curtailment or interruption as provided herein and in the General Terms and Conditions.

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

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

3. MONTHLY RATE

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

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

(a) The volumetric charge will be the sum of the daily product of Shipper's Storage Capacity Balance and the Volumetric rate.

(b) The liquefaction charge will be the sum of the daily product of Shipper's gas per Dth scheduled for liquefaction into Shipper's storage account (except as provided in Section 8 of this Rate Schedule) and the Liquefaction rate.

(c) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization rate.

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

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

3. MONTHLY RATE (Continued)

3.2 Discounted Recourse Rates.

- (a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any service agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates shall not be less than the minimum base rates set forth in the Statement of Rates of this Tariff that are applicable to this Rate Schedule, or any superseding tariff. Such discounted Recourse Rates may apply to: specific volumes of gas, such as volumes of gas liquefied, vaporized, stored above or below a certain level; or all volumes if volumes exceed a certain level; and/or volumes of gas liquefied, vaporized or stored during specific time periods. If Transporter discounts any Recourse Rates to any Shipper, Transporter will file with the Commission any required reports reflecting such discounts.
- (b) Discounted Recourse Rates also may be calculated using a formula based on index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points. Index-based, discounted rates will be no lower than the minimum and no higher than the Maximum Base Tariff Rate.

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

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

4. FUEL GAS REIMBURSEMENT

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

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

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

5. DEFINITIONS

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

5.2 Liquefaction Period. The Liquefaction Period shall be the seven consecutive months beginning on April 1 of any year and extending through the next succeeding October 31.

5.3 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

5.4 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

6. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

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

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

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

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

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

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

7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

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



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

7. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER (Continued)

7.2 Notice Required. The notice given by Shipper to Transporter for vaporization on any day shall be prior to the commencement of such day; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.

7.3 Vaporization During a Liquefaction Period. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper on any day during the Liquefaction Period. However, such vaporization and delivery will be subject to the priority of service and curtailment policy in Section 12 of the General Terms and Conditions.

8. LNG BOIL-OFF

8.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.

8.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the re-liquefaction of Boil-off will be subject to fuel use reimbursement.

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

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

9. TRANSFER OF STORAGE CAPACITY BALANCE

Shippers subject to this Rate Schedule and to Rate Schedule LS-2F may agree to transfer all or part of their respective Storage Capacity Balance among themselves. Participating Shippers must notify Transporter's nominations personnel of their intent to transfer such inventory, in writing, prior to the beginning of the gas day in which such transfer will occur. Transfers of Storage Capacity Balances may not result in any given Shipper taking title to inventory that exceed such Shipper's Storage Capacity, unless the participating Shippers before such transfer occurs enter into a Capacity Release arrangement providing for additional Storage Capacity in accordance with Section 22 of the General Terms and Conditions.

10. EVERGREEN PROVISION

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

- (a) The established rollover period will be one month.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.
- (c) Termination notice under Section 10.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

11. GENERAL TERMS AND CONDITIONS

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

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RATE SCHEDULE LS-3F

Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of liquefaction-storage, vaporization and LNG delivery service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and Shipper has arranged for the related transportation of gas to and from the Plymouth LNG Facility under one of Transporter's transportation rate schedules.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to the firm liquefaction-storage, vaporization and LNG delivery service rendered by Transporter to Shipper under the Service Agreement for such service.

2.2 Storage Service Component. Storage service under this Rate Schedule shall consist of liquefaction into storage by Transporter for Shipper's account of gas transported to the Plymouth LNG Facility under a separate Service Agreement. Delivery of natural gas by Shipper to Transporter for liquefaction shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.3 Vaporization Service Component. Vaporization service under this Rate Schedule shall consist of the vaporization of stored gas at the Plymouth LNG Facility and delivery to Shipper for transportation. Delivery of natural gas by Transporter to Shipper upon vaporization shall be at the point of interconnection between Transporter's Plymouth LNG Facility and Transporter's main transmission line.

2.4 LNG Delivery Service Component. LNG delivery service under this Rate Schedule shall consist of the delivery of stored LNG at the Plymouth LNG Facility by Transporter to Shipper. Delivery of LNG by Transporter to Shipper shall be at LNG off-system delivery points directly connected to the Plymouth LNG Facility storage tanks.

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

2.6 Capacity Release. Shippers releasing firm storage rights shall do so in accordance with the capacity release provisions outlined in Section 22 of the General Terms and Conditions. Any such release is subject to the terms and conditions of this Rate Schedule and may require a transfer of Storage Capacity Balance inventory as specified in Section 11 of this Rate Schedule.

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

3. MONTHLY RATE

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

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

(a) The demand charge will be the sum of the daily product of Shipper's Storage Demand and the Demand Charge rate.

(b) The capacity demand charge will be the sum of the daily product of Shipper's Storage Capacity and the Capacity Demand Charge rate.

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

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

(d) The vaporization charge will be the sum of the daily product of Shipper's gas per Dth scheduled for vaporization and the Vaporization Charge rate.

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

3.2 Charges for Capacity Release Service: The rates for capacity release service that are applicable to this Rate Schedule are set forth in the Statement of Rates of this Tariff. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the Maximum Base Tariff Rate or a percentage of the Maximum Base Tariff Rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

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

3. MONTHLY RATE (Continued)

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

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

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

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

3.3 Discounted Recourse Rates.

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

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

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

3. MONTHLY RATE (Continued)

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

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

4. MINIMUM MONTHLY BILL

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

5. FUEL GAS REIMBURSEMENT

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

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

RATE SCHEDULE LS-3F

Liquefaction-Storage, Vaporization and LNG Delivery Service - Firm  
(Continued)

6. DEFINITIONS

6.1 Storage Demand. The Storage Demand shall be the largest number of Dth Transporter is obligated to vaporize for and Shipper is entitled to receive from the Plymouth LNG Facility under this Rate Schedule on any one day, subject to the limitations described in Section 8 of this Rate Schedule, and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.2 Storage Capacity. The Storage Capacity shall be the maximum quantity of gas in Dth which Transporter is obligated to liquefy and store in liquid form for Shipper's account and shall be specified in the Service Agreement between Transporter and Shipper. Transporter's service obligation is limited to Shipper's Storage Capacity as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

6.3 Liquefaction Period. The Liquefaction Period shall be January 1 through December 31.

6.4 Vaporization Period. The Vaporization Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

6.5 Storage Capacity Balance. Shipper's Storage Capacity Balance at any particular time shall be the quantity of gas in storage in liquid form for Shipper at such time.

7. LIQUEFACTION INTO STORAGE FOR SHIPPER'S ACCOUNT

7.1 During the Liquefaction Period, Shipper may nominate sufficient quantities of gas to fill Shipper's Storage Capacity. Transporter may schedule the rate of liquefaction to fit system operating conditions. Transporter may batch, in its sole discretion, confirmed liquefaction nominations from all Plymouth LNG Facility rate schedule Service Agreements over multiple days in order to operate the liquefiers in an efficient and responsible manner. Once liquefaction begins, Transporter will deliver the batched nominations to each individual Shipper in an operationally efficient manner, subject to system operating conditions.

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

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



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

8. VAPORIZATION FROM STORAGE AND DELIVERY TO SHIPPER

8.1 General Procedure. Shipper may nominate vaporization of gas during the Vaporization Period, specifying the quantity of gas it desires vaporized under this Rate Schedule. Transporter shall vaporize and deliver for transportation the quantity of gas so nominated out of Shipper's Storage Capacity Balance, subject to the limitations set forth in this Rate Schedule.

8.2 Notice Required. The notice given by Shipper to Transporter for vaporization shall be in accordance with the NAESB WGQ Nominations Related Standards; provided, however, that commencement of actual delivery for transportation shall be determined by system operating conditions.

8.3 Daily Vaporization in Excess of Shipper's Storage Demand. Shipper may Nominate a quantity of gas in excess of Shipper's Storage Demand and Transporter will schedule such quantities in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Term and Conditions.

8.4 Out-Of-Period Vaporization. Shipper may nominate gas out of Shipper's Storage Capacity Balance for vaporization and delivery for transportation to Shipper outside of the vaporization period stated in 6.4 of this rate schedule; provided, however, such vaporization and delivery will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

9. LNG DELIVERIES FROM STORAGE

9.1 General Procedure. Shipper may nominate deliveries of LNG by specifying the quantity of LNG it desires delivered under this Rate Schedule. Transporter shall deliver the quantity of LNG so nominated out of Shipper's Storage Capacity Balance in an operationally efficient manner, subject to the limitations set forth in this Rate Schedule. Such LNG deliveries will be in accordance with the priority of service and curtailment policy delineated in Section 12 of the General Terms and Conditions.

Consistent with Transporter's option to batch liquefaction nominations, Shipper may only schedule delivery of LNG quantities that are physically available in Shipper's Storage Capacity Balance, and may not rely on scheduled liquefaction nominations held for batching purposes.

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

9. LNG DELIVERIES FROM STORAGE (Continued)

9.2 Notice Required. The notice given by Shipper to Transporter for LNG deliveries shall be in accordance with the NAESB WGQ Nominations Related Standards; provided, however, that commencement of actual LNG delivery shall be determined by system operating conditions.

10. TREATMENT OF LNG BOIL-OFF

10.1 Calculation of LNG Boil-off. Shipper will be allocated a pro rata share of monthly LNG Boil-off quantities of gas in Dths by multiplying the monthly Boil-off quantity by the quotient of the Shipper's average daily Storage Capacity Balance for the month and the sum of the average daily Storage Capacity Balances for the month of all Shippers' Service Agreements under Rate Schedules LS-2F, LS-3F and LS-2I.

10.2 LNG Boil-off Balance. Shipper's allocated share of monthly LNG Boil-off will be subtracted from Shipper's Storage Capacity Balance no later than the 15th day of the following month and will be added to Shipper's Boil-off balance due from Transporter. This Boil-off balance will be deemed to be at the Plymouth LNG Facility. Shipper may either choose to nominate the Boil-off balance for re-liquefaction or transport the Boil-off balance from the Plymouth LNG Facility under one of Transporter's transportation rate schedules. Nominations for the re-liquefaction of Boil-off will be subject to both the liquefaction charge and fuel use reimbursement.

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

11. TRANSFER OF STORAGE CAPACITY BALANCE

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

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

12. EVERGREEN PROVISION

When converting from Rate Schedule LS-2F to Rate Schedule LS-3F, Shipper may retain its existing Rate Schedule LS-2F evergreen provision. Otherwise, the following evergreen provisions are available under this Rate Schedule.

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

- (a) The established rollover period will be one year.
- (b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.
- (c) The termination notice required under Section 12.1(b) will be deemed given when posted on Transporter's Designated Site.

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

- (a) The established rollover period will be one year.
- (b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least one year before the termination date.
- (c) The termination notice required under Section 12.2(b) will be deemed given when posted on Transporter's Designated Site.

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

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

12. EVERGREEN PROVISION (Continued)

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

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

13. RATE SCHEDULE LS-2F CONVERSION TO RATE SCHEDULE LS-3F.

13.1A Rate Schedule LS-2F Shipper may permanently convert all or part of its LS-2F service to a Rate Schedule LS-3F Service Agreement. Shipper's permanent conversion to Rate Schedule LS-3F service must be performed electronically using Transporter's Designated Site.

13.2 The Storage Demand and Storage Capacity on the LS-3F Service Agreement must be maintained in the same proportion that exists on the converting Rate Schedule LS-2F Service Agreement.

13.3 At the time of conversion, a converting Rate Schedule LS-2F Shipper may transfer its related Storage Capacity Balance to the corresponding Rate Schedule LS-3F Service Agreement; provided, however, the quantity transferred cannot be more than the Storage Capacity being converted.

13.4 Conversions from Rate Schedule LS-2F service to Rate Schedule LS-3F service must become effective on the first day of a future month designated by Shipper.

14. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE LD-4I  
Liquefaction-LNG Delivery Service - Interruptible

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the purchase of a liquefaction-LNG delivery service from Transporter, when Shipper and Transporter have executed a Service Agreement for the purchase of such service under this Rate Schedule and Shipper has arranged for the related transportation of gas to the Plymouth LNG Facility under one of Transporter's transportation rate schedules and LNG deliveries to a connected delivery facility.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

2.2 Liquefaction Components. Liquefaction service under this Rate Schedule shall consist of the liquefaction by Transporter of gas transported to the Plymouth LNG Facility by Shipper under a separate Service Agreement. Delivery of natural gas by Shipper to Transporter for liquefaction shall be at the point of interconnection between Transporter's main transmission line and Transporter's Plymouth LNG Facility.

2.3 LNG Delivery Service Components. LNG delivery service under this Rate Schedule shall consist of the delivery of LNG upon liquefaction of Shipper's gas, as stated in Section 2.2, at the Plymouth LNG Facility by Transporter to Shipper. Delivery of LNG by Transporter to Shipper shall be at the point of interconnection between Transporter's Plymouth LNG Facility and LNG off-system delivery points directly connected to the Plymouth LNG liquefiers.

2.4 Character of Service. Service rendered to Shipper under this Rate Schedule, within the limitations set forth in this Rate Schedule and the Service Agreement, shall be interruptible and shall be subject to curtailment or interruption as provided herein and in the General Terms and Conditions.

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

3. MONTHLY RATE

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

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

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

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

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

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

3.2 Discounted Recourse Rates.

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

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

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

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

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

4. FUEL GAS REIMBURSEMENT

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

5. LIQUEFACTION FOR LNG DELIVERIES

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

5.2 The notice given by Shipper to Transporter for liquefaction shall be in accordance with the NAESB WGQ Nominations Related Standards; provided, however, that commencement of actual LNG delivery shall be determined by system operating conditions. Transporter may batch, in its sole discretion, confirmed liquefaction nominations from all Plymouth LNG rate schedule Service Agreements over multiple days in order to operate the liquefiers in an efficient and responsible manner. Once liquefaction begins, Transporter will deliver the batched nominations to each individual Shipper in an operationally efficient manner, subject to system operating conditions.

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



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

6. TREATMENT OF LNG BOIL-OFF

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

7. EVERGREEN PROVISION

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

- (a) The established rollover period will be one month.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.
- (c) Termination notice under Section 7(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

8. GENERAL TERMS AND CONDITIONS

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

RESERVED FOR FUTURE USE

RATE SCHEDULE TF-2  
Firm Redelivery Transportation

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Shipper") for firm Redelivery Transportation of natural gas by Transporter through Transporter's mainline transmission system under the following conditions:

(a) Shipper desires firm service and Transporter has available capacity to render such firm service for Shipper;

(b) Transporter can commence the service contemplated without need for construction of any additional pipeline facilities except for facilities for which a facilities agreement has been entered into between Transporter and Shipper pursuant to Section 21 of the General Terms and Conditions of this Tariff;

(c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and

(d) Shipper has a service agreement for storage service at a storage facility described in Section 10.1, below, or is an owner with storage rights in such storage facility, which will be the source of the quantities redelivered hereunder.

As used in this Rate Schedule, Transporter's mainline transmission system does not include Designated Laterals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule shall apply to gas transported by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule. Shipper shall execute a separate Service Agreement for Redelivery Transportation from each Eligible Storage Facility Receipt Point to the delivery point(s) requested.

2.2 Character of Service. Redelivery Transportation rendered to Shipper under this Rate Schedule, up to Shipper's Transportation Contract Demand and subject to the limitations of this Rate Schedule and the executed Transportation Service Agreement, will be firm and will not be subject to curtailment except as expressly provided in the General Terms and Conditions. Redelivery Transportation rendered to Shipper under this Rate Schedule in excess of Shipper's Transportation Contract Demand is not firm.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.3 Capacity Release Service. Capacity Release Service is service initiated pursuant to Section 22 of the General Terms and Conditions and an executed Service Agreement for Rate Schedule TF-2 service.

3. MONTHLY RATE(S)

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

3.1 Reservation Charge:

(a) The sum of the daily product of Shipper's Monthly Billing Quantity as specified in the executed Service Agreement and the reservation charge unit rate which is stated on Sheet No. 5 of this Tariff and the CRM Surcharge as stated on Sheet 5-B of this Tariff. The Monthly Billing Quantity shall be determined for each Shipper and Service Agreement as specified in Section 6 herein. Unless specifically adjusted pursuant to Section 3.3 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 will apply.

For capacity release service, the Reservation Charge is the sum of the daily product of the accepted reservation charge bid price which was bid by a Replacement Shipper or a Prearranged Replacement Shipper under the bidding procedures for capacity releases set forth in Section 22 of the General Terms and Conditions and the Monthly Billing Quantity applicable to the Replacement Shipper or the Prearranged Replacement Shipper.

(b) Shipper shall commence payment of the Reservation Charges on the primary term begin date set forth in the Service Agreement, unless otherwise agreed to by the parties.

3.2 Volumetric Charge: An amount obtained by multiplying (i) the quantity of Dth scheduled for delivery by Transporter to Shipper after transportation during the month, after reduction for fuel use reimbursement furnished in kind in accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the base volumetric transportation rate, as applicable, as set forth on Sheet No. 5 of this Tariff. Unless specifically adjusted pursuant to Section 3.3 herein, the Maximum Base Tariff Rate set forth on Sheet No. 5 shall apply.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

3.3 Discounted Recourse Rates:

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

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

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

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

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

accordance with the terms of the executed Service Agreement and Section 14 of the General Terms and Conditions, by (ii) the accepted volumetric bid made by a Replacement Shipper or a Prearranged Replacement Shipper not to exceed the maximum Rate Schedule TF-2 Volumetric Bid Reservation Charge as set forth on Sheet No. 5 of this Tariff.

(b) The amount set forth in Section 3.2 hereof.

(c) If the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's or Prearranged Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) the quantity of Dth delivered by Transporter to Replacement Shipper or Prearranged Replacement Shipper under the subject Service Agreement during the month.

3.5 Annual Overrun Charge: In addition to any other charges applicable to Redelivery Transportation services pursuant to this Section 3, each Shipper receiving Redelivery Transportation service shall pay Annual Overrun Charges to the extent that the quantity of Dth transported for Shipper, after reduction for fuel use reimbursement furnished in kind, during any twelve-month period ending September 30 is greater than Shipper's Annual Contract Quantity as defined in Section 6 herein. Each month Transporter shall determine the period-to-date quantity of Dth transported for Shipper and shall bill an annual overrun charge to Shipper if the quantity transported on a cumulative basis has exceeded the Annual Contract Quantity, but only to the extent that such overrun charges have not already been billed to Shipper during a prior month. The overrun charge billed during any month shall be the product of such previously unbilled overrun quantity in Dth and the per unit Annual Overrun Charge rate set forth on Sheet No. 5 of this Tariff.

3.6 Daily Overrun Transportation Charge: For any Scheduled Quantities in excess of Shipper's Transportation Contract Demand, as described in Sections 5 and 7, Shipper shall pay

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

for the excess gas transported on any such day an amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the maximum base scheduled daily overrun transportation rate per Dth as set forth on Sheet No. 5 of this Tariff, unless otherwise agreed to by Shipper and Transporter.

Any Shipper receiving daily overrun transportation service shall also be responsible for the fuel reimbursement provided for in Section 13 of this Rate Schedule.

3.7 Negotiated Rates: Notwithstanding the general provisions of this Section 3, if Transporter and Shipper mutually agree to Negotiated Rates for service hereunder, such Negotiated Rates will apply in lieu of the otherwise applicable rates identified in Sections 3.1, 3.2 and 3.3 of this Rate Schedule.

3.8 Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the Maximum Base Tariff Rate or a percentage of the Maximum Base Tariff Rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

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

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

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

3. MONTHLY RATE(S) (Continued)

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

4. MINIMUM MONTHLY BILL

Unless Transporter and Shipper mutually agree otherwise, the Minimum Monthly Bill will consist of the Reservation Charge specified in Section 3.1 of this Rate Schedule, as applicable.



RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

5. TRANSPORTATION CONTRACT DEMAND

The Transportation Contract Demand is the maximum quantity of Gas, expressed in Dth, that Transporter is obligated to receive (exclusive of fuel reimbursement furnished in-kind pursuant to Section 14 of the General Terms and Conditions), transport and deliver for Shipper on a firm basis on any one Gas Day, as specified in an executed Service Agreement for service under this Rate Schedule. Transporter's service obligation is limited to Shipper's Transportation Contract Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

Transportation Contract Demand initially may not exceed the quantity of gas Shipper is entitled to withdraw on a daily basis under the related firm storage agreement, or ownership rights to firm withdrawal capacity, and, in the aggregate for any twelve-month period ending September 30, may not exceed Annual Contract Quantity. However, subsequent reductions in such Shipper's firm withdrawal rights will not require corresponding changes to the related Transportation Contract Demand.

As long as the Transportation Contract Demand and Annual Contract Quantity, as adjusted for any capacity releases, are not exceeded, Transporter shall be obligated to receive up to Shipper's Maximum Daily Quantity (MDQ) at the Primary Receipt Point and to deliver up to Transporter's Maximum Daily Delivery Obligation (MDDO) at each Primary Delivery Point at pressures at least as great as the pressures specified in Shipper's TF-2 Service Agreement, on a firm basis, as such MDQ and MDDO are adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions. Capacity that is posted pursuant to Section 25.4 of the General Terms and Conditions will be available for increases in Transportation Contract Demand only pursuant to Section 25 of the General Terms and Conditions.

The MDQ at the Primary Receipt Point specified in a Service Agreement for service under this Rate Schedule, must equal the specified Transportation Contract Demand. The aggregate MDDO at the Primary Delivery Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the specified Transportation Contract Demand, except for Service Agreements subject to Section 11 and Service Agreements that have aggregate MDDOs in excess of Transportation Contract Demand as a result of the grandfathering of pre-existing conjunctive nomination rights under the bundled storage restructuring approved in Docket No. RP93-5-011.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

6. ANNUAL CONTRACT QUANTITY AND MONTHLY BILLING QUANTITY

6.1 Annual Contract Quantity: The Annual Contract Quantity is a quantity in Dth set forth in each executed Service Agreement and, as adjusted for any capacity releases pursuant to Section 22 of the General Terms and Conditions, represents the quantity of transportation service which each Shipper may receive during each twelve-month period ending September 30 without being subject to the Annual Overrun Charges described in Section 3.5 herein. A Shipper's Annual Contract Quantity initially may not be less than such Shipper's Storage Capacity specified in the related firm storage Service Agreement initiated pursuant to any storage service rate schedule contained in this Tariff (or in the tariff of any third party providing storage services to Shipper) or such Shipper's related entitlement to firm storage capacity as an owner in the storage facility. Subsequent increases in such Shipper's Storage Capacity or ownership rights to firm storage capacity will not require corresponding changes to the related Annual Contract Quantity.

The Annual Contract Quantity may be increased at any time, subject to availability of capacity, but may only be decreased due to permanent releases of capacity pursuant to Section 22.5 of the General Terms and Conditions or in connection with the filing of a general Section 4 rate case by Transporter. Transporter shall provide Shippers with an opportunity to make such an election prior to filing such rate applications.

6.2 Monthly Billing Quantity: The Monthly Billing Quantity is a quantity in Dth set forth in each executed Service Agreement and represents the quantity used by Transporter to bill the Reservation Charges specified in Section 3.1 to each Shipper. The Monthly Billing Quantity for each Service Agreement shall be derived by dividing Shipper's Annual Contract Quantity by 365 days.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation  
(Continued)

7. SCHEDULED OVERRUN TRANSPORTATION

On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand or Annual Contract Quantity specified in the executed Service Agreement, Transporter will schedule such excess quantities in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions of Transporter's Tariff.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation  
(Continued)

8. CREDITING OF ANNUAL OVERRUN CHARGES

8.1 General. To the extent that Transporter receives annual overrun charges as specified in Section 3.5 associated with services provided under this Rate Schedule, Transporter shall credit one hundred (100) percent of such revenues to its eligible firm transportation Shippers as further described below.

8.2 Applicability. Revenue credits from Annual Overrun Charges received by Transporter shall be provided to Transporter's Rate Schedules TF-1 (Large Customers) and TF-2 Shippers (applicable firm Shippers), excluding Shippers receiving service at a discounted firm transportation rate or under a Capacity Release Service Agreement.

8.3 Timing of Credits. Within 30 days after the accounting closing for September of each year, Transporter shall determine the total amount of the applicable Rate Schedule TF-2 Annual Overrun Charge revenues received during the twelve-month period ending September 30 of such year and the distribution of the revenue credits due to eligible Shippers as described below. Such revenue credits shall be reflected as a credit billing adjustment to the next invoices rendered to the eligible Shippers. In the event that such credit billing adjustment would result in a credit total invoice to any Shipper, Transporter will refund the excess credit billing adjustment to the Shipper in cash within 15 days after determination of the amount of the credit due to the Shipper.

8.4 Exclusion. Revenue credits shall not be awarded for that portion of revenues associated with Annual Overrun volumes that relate to the recovery, by Transporter, of volumetric transportation charges, nor shall they be awarded to any Shipper who received an annual overrun charge penalty any time during the twelve-month period ending September 30 of the applicable year.

8.5 Distribution Method. The revenue credits shall be credited to each eligible Shipper on a pro-rata basis in proportion to the Maximum Base Tariff rate reservation charges (exclusive of surcharges) billed to each applicable firm Shipper during the twelve-month period ending September 30 of the applicable year divided by the total reservation charges billed to all applicable firm Shippers for the same period.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation  
(Continued)

8. CREDITING OF ANNUAL OVERRUN CHARGES (Continued)

8.6 Interest. Transporter shall pay interest to Shippers if the revenue credits specified herein are not distributed in a timely manner as specified in Section 8.3, above. Such interest shall be calculated based upon the rate of interest specified in Section 154.501(d) of the Commission's regulations.

9. RECEIPT AND DELIVERY POINT FLEXIBILITY

9.1 Permanent Changes to Primary Delivery Points. Subject to the availability provisions of this Rate Schedule and Section 9.4 below, any Shipper may permanently change primary delivery points by amending Exhibit A of the Service Agreement.

9.2 Receipt Point Changes. Any Shipper electing to receive Rate Schedule TF-2 service shall not be entitled to change primary receipt points. Rate Schedule TF-2 Shippers shall not be entitled to utilize the alternate receipt point provisions described in Section 11 of Rate Schedule TF-1, nor shall any Replacement Shipper or Prearranged Replacement Shipper be entitled to change the primary receipt point.

9.3 Use of Alternate Delivery Points on a Temporary Basis.

(a) All TF-2 Shippers may use any physical delivery point without amending Exhibit A of the Service Agreement. Such points will be available for the delivery of gas on a firm basis, with a scheduling priority superior to interruptible, balancing and overrun transportation service requested through the affected points, but inferior to firm service requested by Shippers using such points as primary delivery points.

(b) Transporter shall schedule service at alternate delivery points on a daily basis pursuant to Section 14 of the General Terms and Conditions.

(c) The scheduling of service at alternate delivery points under a Service Agreement will not result in the loss of firm contract rights to a Shipper's primary delivery points as specified in the Shipper's Service Agreement.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

9. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

9.4 Procedures for Requesting Permanent Delivery Point Changes. Any Shipper who wishes to amend only the primary delivery points or the associated Maximum Daily Delivery Obligation named in Exhibit A of its Service Agreement will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement by 1:00 pm Central Clock Time (noon Mountain Clock Time) four (4) business days prior to the first of the month for which the change is desired, or for changes to occur during a month, after the first of the month, two (2) business days prior to the commencement of service, unless otherwise agreed to by the parties. If Transporter determines that a delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested service date or the date executed by Transporter, provided that such date shall not exceed fifteen days from receipt of the amendment by Transporter. Notice of the resulting changes in available delivery point capacity will be posted to Transporter's Designated Site at least one (1) business day prior to implementation of such change.

Firm delivery point and mainline capacity will be posted pursuant to Section 25.4 of the General Terms and Conditions and will be available for permanent delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

9.5 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Transportation Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 7 of this Rate Schedule.

10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS

10.1 Eligible Storage Facility Receipt Points. Transportation service provided under this Rate Schedule shall be only for transportation from an Eligible Storage Facility Receipt Point to the delivery point(s) specified in the Service Agreement. An Eligible Storage Facility Receipt Point is a mainline receipt point at which any storage facility is connected to Transporter's system by a pipeline or other facilities installed solely to make that connection or at which any storage facility located in the service area of any of Transporter's on-system local distribution customers accesses Transporter's system.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation  
(Continued)

10. ELIGIBLE STORAGE FACILITY RECEIPT POINTS AND SERVICE REQUESTS  
(Continued)

10.2 Service Requests. Requests for service shall be made pursuant to the procedures contained in Section 28 of the General Terms and Conditions. Transporter shall be entitled to deny transportation service under this Rate Schedule if, in Transporter's sole discretion, Transporter does not have the capacity to provide the firm Redelivery Transportation services requested from any storage facility without adding mainline transmission facilities.

11. MAXIMUM DAILY DELIVERY OBLIGATIONS

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

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

12. FUEL GAS REIMBURSEMENT AND BTU BALANCING

Refer to Section 14 of the General Terms and Conditions.

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

Refer to Section 14 of the General Terms and Conditions.

RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

14. EVERGREEN PROVISION

14.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

- (a) The established rollover period will be one year.
- (b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.
- (c) The termination notice required under Section 14.1(b) will be deemed given when posted on Transporter's Designated Site.

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

- (a) The established rollover period will be:
  - (i) one month for Service Agreements with a primary term of less than one year; or
  - (ii) one year for Service Agreements with a primary term of one year or more.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:
  - (i) ten Business Days before the termination date if Section 14.2(a) (i) applies; or
  - (ii) one year before the termination date if Section 14.2(a) (ii) applies.
- (c) The required termination notice under Section 14.2(b) will be deemed given when posted on Transporter's Designated Site. If



RATE SCHEDULE TF-2  
Firm Redelivery Transportation (Continued)

14. EVERGREEN PROVISION (Continued)

Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

14.3 Grandfathered Unilateral Evergreen Provision. If Shipper's Service Agreement contains a grandfathered unilateral evergreen provision as indicated on Exhibit A of the Service Agreement, the following conditions will apply:

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

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

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

(d) The termination notice required under Section 14.3(b) will be deemed given when posted on Transporter's Designated Site.

15. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except Sections 13 and 16 and as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

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

**First Revised Sheet Nos. 112 Through 114  
Superseding  
Substitute Original Sheet Nos. 112 Through 114**

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RATE SCHEDULE DEX-1  
Deferred Exchange of Storage Gas

1. AVAILABILITY

This Rate Schedule is available as provided herein to any party (Shipper) for the deferred exchange of natural gas in storage under the following conditions:

- (a) Shipper has Working Gas Inventory in the Target Storage Facility;
- (b) Transporter needs to increase the quantity of gas available to it for system balancing in the Target Storage Facility; and
- (c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to the deferred exchange of storage gas, consisting of a transfer by Shipper to Transporter of some or all of Shipper's Working Gas Inventory in the Target Storage Facility and the delivery by Transporter to Shipper during a future time period of the Deferred Exchange Quantity at the Deferred Exchange Storage Facility. At Shipper's option, Transporter will deliver the Deferred Exchange Quantity either by performing a transfer to Shipper's account in the Deferred Exchange Storage Facility or by making the Deferred Exchange Quantity available to Shipper at the Deferred Exchange Storage Facility receipt point on Transporter's system.

2.2 Character of Service. Service rendered to Shipper under this Rate Schedule will be firm up to Shipper's Deferred Exchange Quantity and shall not be subject to curtailment except as expressly provided in the General Terms and Conditions. Rate Schedule DEX-1 service will be offered when Transporter, in its sole discretion, determines that it needs to increase the level of storage gas available to it for system balancing at the Target Storage Facility in order to enhance or maintain the operational integrity of its system. Service rendered under this Rate Schedule in excess of Shipper's Deferred Exchange Quantity is not firm.

RATE SCHEDULE DEX-1  
Deferred Exchange of Storage Gas (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service. (Continued)

Transporter will notify Shippers of its desire to provide Rate Schedule DEX-1 service by posting the following information on its Internet web site for a minimum period of 24 hours:

- (a) the Target Storage Facility;
- (b) the quantity of gas in Dth that Transporter wishes to acquire;

RATE SCHEDULE DEX-1  
Deferred Exchange of Storage Gas (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- (c) the date by which Shipper must transfer its storage gas to Transporter;
- (d) the Deferred Exchange Storage Facility;
- (e) the Deferred Exchange Period; and
- (f) the Daily Delivery Quantity.

Interested Shippers may submit bids for any quantity, up to the lesser of Shipper's Working Gas Inventory in the Target Storage Facility or the quantity posted. Unless Transporter has specified in its posting that it is willing to accept Negotiated Rate bids, the rate bid cannot exceed the maximum base deferred exchange rate for service under Rate Schedule DEX-1 as set forth on Sheet No. 6 of this Tariff. If the aggregate quantity bid by all Shippers exceeds the quantity posted, service will be awarded pursuant to the priority of service provisions in Section 12 of the General Terms and Conditions.

If applicable, Negotiated Rate bids will be evaluated in accordance with Section 19.3 of the General Terms and Conditions.

3. RATE

Shipper will pay Transporter a total amount equal to the product of the Deferred Exchange Quantity and the rate per Dth that Shipper has bid, plus applicable surcharges. Transporter will submit an invoice to Shipper for the total amount owed on or before the tenth 10<sup>th</sup> day of the month immediately following the month during which Shipper delivers the Deferred Exchange Quantity to Transporter.

Gas that is transported on Transporter's system to the Target Storage Facility and/or from the Deferred Exchange Storage Facility will be subject to transportation and fuel charges under the applicable transportation rate schedule. Likewise, gas that is stored on Transporter's system prior to Shipper's delivery to Transporter and/or after Transporter's delivery to Shipper will be subject to appropriate charges under the applicable storage rate schedule.

RATE SCHEDULE DEX-1  
Deferred Exchange of Storage Gas (Continued)

4. FUEL REIMBURSEMENT

Service rendered under this Rate Schedule is subject to fuel reimbursement in accordance with Section 14 of the General Terms and Conditions. However, if Transporter offers to provide Rate Schedule DEX-1 service in accordance with Section 2.2 of this Rate Schedule and no bids are submitted, or if the total quantity bid is less than the total Deferred Exchange Quantity needed, Transporter may post an offer to provide Rate Schedule DEX-1 service for the Deferred Exchange Quantity for which no bids were received, and the fuel reimbursement requirement for that quantity will be waived.

5. DELIVERY OF DEFERRED EXCHANGE QUANTITY BY TRANSPORTER

5.1 General Procedure. During the Deferred Exchange Period, Transporter will deliver the Deferred Exchange Quantity at the Daily Delivery Quantity reflected in Exhibit A to Shipper's Service Agreement, subject to any withdrawal limitations at the Deferred Exchange Storage Facility.

5.2 Shipper may request Transporter to deliver the Deferred Exchange Quantity during a time period other than the Deferred Exchange Period specified on Exhibit A of the Service Agreement or to increase or decrease the Daily Delivery Quantity specified on Exhibit A. Such requests will be accommodated if Transporter, in its sole discretion, determines that accommodating such requests will not jeopardize the operational integrity of its system and will not interfere with firm service to other Shippers.

If Shipper is unable, for any reason, to accept all or any portion of the Deferred Exchange Quantity under the terms specified in Exhibit A of Shipper's Service Agreement, then Shipper will reimburse Transporter for any penalties and/or additional charges related to the Deferred Exchange Quantity that Transporter may incur. Further, upon expiration of the Deferred Exchange Period or any mutually agreeable extension thereof, Transporter will take title to any remaining Deferred Exchange Quantity, free and clear of any claims by Shipper.

RATE SCHEDULE DEX-1  
Deferred Exchange of Storage Gas (Continued)

6. DEFINITIONS

The following terms, when used in this Rate Schedule, will have the following meanings:

6.1 Daily Delivery Quantity: The quantity of gas in Dth that Transporter agrees to deliver to Shipper each day during the Deferred Exchange Period.

6.2 Deferred Exchange Period: The period of time during which Transporter agrees to deliver the Deferred Exchange Quantity to Shipper.

6.3 Deferred Exchange Quantity: The quantity of gas in Dth that Shipper agrees to transfer to Transporter at the Target Storage Facility and that Transporter agrees to subsequently deliver to Shipper at the Deferred Exchange Storage Facility.

6.4 Deferred Exchange Storage Facility: The gas storage facility where Transporter will deliver gas to Shipper.

6.5 Target Storage Facility: The storage facility at which Transporter wishes to increase the gas available to it for system balancing.

6.6 Working Gas Inventory: The quantity of working gas in Dth stored in Shipper's account.

7. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the following Sections of the General Terms and Conditions contained in this Tariff, except as modified in the executed Service Agreement: Sections 1 through 12, 14, 17, 18, 19, 26, 27, 28 and 32.

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

**First Revised Sheet Nos. 119 Through 124**  
**Superseding**  
**Substitute Original Sheet Nos. 119 Through 124**

RESERVED FOR FUTURE USE



RATE SCHEDULE PAL  
Park and Loan Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any party (hereinafter called "Shipper") for the parking and loaning of natural gas under the following conditions:

(a) Shipper has made a valid request for service under this Rate Schedule by establishing a credit limit satisfactory to Transporter pursuant to Section 5.10 of the General Terms and Conditions and by providing Transporter with the information necessary to fill in the blanks in the Form of Service Agreement for service under this Rate Schedule; and

(b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule applies to all park and loan service rendered by Transporter for Shipper pursuant to Transporter's blanket certificate under Part 284 of the regulations of the Commission and the executed Service Agreement for service under this Rate Schedule.

2.2 Service under this Rate Schedule is interruptible and will be scheduled in accordance with the priority of service provisions delineated in Section 12 of the General Terms and Conditions and only to the extent that Transporter, in its reasonable discretion, determines it has sufficient operational flexibility to temporarily utilize a portion of its line pack, storage service rights at the Jackson Prairie Storage Project and/or contracted Clay Basin storage to provide such service without adversely affecting its ability to accommodate its system balancing requirements.

2.3 Park Service under this Rate Schedule consists of:

(a) Transporter's receipt of gas (Parked Quantity) for Shipper's account at the logical point (Park Point) designated in the executed Service Agreement, either at the Clay Basin Park Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, at the Jackson Prairie Park Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, or any other mutually agreeable non-storage Park Point, up to the Maximum Park Quantity specified in the executed Service Agreement; and

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(b) Transporter's subsequent delivery of the Parked Quantity of gas to Shipper at the Park Point designated in the executed Service Agreement.

2.4 Loan service under this Rate Schedule consists of:

(a) Transporter's delivery of gas (Loaned Quantity) for Shipper's account at the logical point (Loan Point) designated in the executed Service Agreement, either at the Clay Basin Loan Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, at the Jackson Prairie Loan Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, or any other mutually agreeable non-storage Loan point, up to the Maximum Loan Quantity specified in the executed Service Agreement; and

(b) Transporter's subsequent receipt of the Loaned Quantity from Shipper at the Loan Point designated in the executed Service Agreement.

2.5 Transportation of gas for or on behalf of Shipper to or from the Park Point or Loan Point will not be performed under this Rate Schedule. Shipper is obligated to make arrangements with Transporter or other parties for the related transportation services to and from the Park Point or Loan Point. Transporter's receipts or deliveries of gas for Shipper's account at the Park Point or Loan Point under this Rate Schedule will be scheduled only for quantities that are matched by Scheduled Quantities for the related transportation services to or from the Park Point or Loan Point or for quantities that are matched by a confirmed transfer (a) between Transporter's storage account and Shipper's storage account in the storage field adjacent to the Park Point or Loan Point or (b) between Shippers at the same non-storage Park or Loan Point.

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 Transfers: Shippers must notify Transporter's Marketing Services personnel, via email, of their intent to transfer such inventory. Transfers of quantities may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights under this or other Rates Schedules.

- (a) Non-Storage Points: Shippers that are subject to this Rate Schedule may agree to transfer their respective Park Quantity or Loan Quantity to another PAL or TPAL contract at the same non-storage point. Transfers to a PAL or TPAL contract can only occur if the receiving contract rate is equal to or greater than the transferring Shipper's contractual rate.
- (b) Clay Basin Storage Point: Shippers that are subject to this Rate Schedule may agree to transfer their respective Park Quantity or Loan Quantity at the Clay Basin storage facility to another Shipper with a Clay Basin Park Quantity or Loan Quantity under Rates Schedules PAL or TPAL, or to any capacity holder in the Clay Basin storage facility. Transfers to PAL or TPAL contract can only occur if the receiving contract rate is equal to or greater than the transferring Shipper's contractual rate. Transfers between PAL and another Clay Basin capacity holder requires an agreement among the PAL Shipper, Transporter and the other Clay Basin capacity holder. Upon agreement of the parties, Transporter may utilize its Clay Basin contracted capacity on behalf of a Rate Schedule PAL Shipper to transfer such Shipper's PAL quantity to or from the other Clay Basin capacity holder's inventory account.
- (c) Jackson Prairie Storage Point: Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Park or Loan Quantities to any capacity holder in the Jackson Prairie Storage facility under Rate Schedules SGS-2F, SGS-2I, TPAL, and PAL whose contractual rate is equal to or greater than the transferring Shipper's contractual rate.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule PAL Shipper to transfer such Shipper's PAL quantity to an owner's available working gas

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule PAL Shipper's PAL contract.

3. RATE

3.1 Transporter's Maximum Base Tariff Rate, as set forth on the Statement of Rates, will apply to all service rendered under this Rate Schedule unless Transporter agrees to discount its Recourse Rate as described below or unless Shipper and Transporter mutually agree to a Negotiated Rate pursuant to Section 19 of the General Terms and Conditions.

3.2 Discounted Recourse Rates.

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

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

3.3 Transporter will establish on its Designated Site quantities and rates that Transporter will accept for new PAL service. Posted minimum rates apply to new service only. For quantities previously parked/loaned, Transporter will schedule in accordance with the priority of service provisions and curtailment policy in Section 12 of the General Terms and Conditions based on maximum/minimum quantities established on its Designated Site.

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

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

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

4. ALLOCATION OF SERVICE

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

5. SERVICE RESTRICTIONS AND PENALTIES

5.1 Shipper may be required to remove some or all of the Parked Quantity or return some or all of the Loaned Quantity prior to termination of its Service Agreement if Transporter, in its reasonable discretion, determines such action is necessary to accommodate higher priority services, maintain system integrity or to accommodate system balancing requirements for firm services. Notification of any such requirements will be made to Shipper by posting on Transporter's Designated Site and, if specified by Shipper on the Business Associate Information form, via an E-mail to the Shipper. Transporter's notification will indicate the time within which specified Parked Quantities shall be removed by Shipper and/or specified Loaned Quantities shall be returned to Transporter, consistent with Transporter's operating conditions. In no event will the specified time frame be less than three (3) gas days from the date of Transporter's notification.

5.2 Any Parked Quantity not removed within the time frame specified by Transporter's notice and any Parked Quantity not removed by the termination date of the Service Agreement will become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any Loaned Quantity not returned within the time frame specified by Transporter's notice and any Loaned Quantity not returned by the termination date of the Service Agreement will be deemed sold to Shipper under Section 32 of the General Terms and Conditions at 150% of the highest weekly weighted average price at NW Wyoming Pool, NW south of Green River, NW Stanfield, NW Sumas, or El Paso Bonadad as reflected in the Daily Price Survey as published in "Gas Daily" for the week in which the Shipper failed to comply.

Notwithstanding the above, Transporter may allow additional time to comply following notification to remove the Parked Quantity or return the Loaned Quantity when operational conditions permit and such additional time does not impair Transporter's ability to provide reliable firm service. Furthermore, if Shipper makes a timely nomination to comply with a notification to remove the Parked Quantity or return the Loaned Quantity and such nomination is not scheduled and confirmed due to Transporter's lack of capacity to schedule and confirm a matching nomination by Shipper of firm transportation service within the Shipper's primary path, then the specified compliance time frame will be extended by one day for each day Transporter is unable to render such transportation. Transporter will not extend the specified compliance time frame if Transporter is unable to provide the related

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

5. SERVICE RESTRICTIONS AND PENALTIES (Continued)

transportation under a firm Service Agreement outside of Shipper's primary path or on an overrun basis or under a Rate Schedule TI-1 Service Agreement.

5.3 Revenue received by Transporter resulting from the deemed sale of Loaned Quantities will be used by Transporter to purchase gas to replace the gas deemed sold to the Shipper, after first taking into account any offsetting confiscated Parked Quantities that have not been reflected in Transporter's fuel reimbursement factor. Any excess revenues will be refunded to Shippers after March 1 of the applicable calendar year using the refund methodology specified in Section 32.2 of the General Terms and Conditions. Any confiscated Parked Quantities in excess of those used to offset Loaned Quantities that are deemed sold will be refunded to customers through Transporter's fuel reimbursement factor pursuant to Section 14.12 of the General Terms and Conditions that goes into effect April 1 of each year.

6. RESERVED FOR FUTURE USE

7. EVERGREEN PROVISION

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

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

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least three days before the termination date.

(c) Termination notice under Section 7.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

RATE SCHEDULE PAL  
Park and Loan Service (Continued)

8. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions contained in this Tariff.

RATE SCHEDULE TPAL  
Term Park and Loan Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any party (hereinafter called "Shipper") for the parking and loaning of natural gas under the following conditions:

(a) Shipper has made a valid request for service under this Rate Schedule by establishing a credit limit satisfactory to Transporter pursuant to Section 5.10 of the General Terms and Conditions and by providing Transporter with the information necessary to fill in the blanks in the Form of Service Agreement for service under this Rate Schedule; and

(b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule applies to all park and loan service rendered by Transporter for Shipper pursuant to Transporter's blanket certificate under Part 284 of the regulations of the Commission and the executed Service Agreement for service under this Rate Schedule.

2.2 Service under this Rate Schedule is interruptible and will be scheduled in accordance with the priority of service provisions delineated in Section 12 of the General Terms and Conditions and only to the extent that Transporter, in its reasonable discretion, determines it has sufficient operational flexibility to temporarily utilize a portion of its line pack, storage service rights at the Jackson Prairie Storage Project and/or contracted Clay Basin storage to provide such service without adversely affecting its ability to accommodate its system balancing requirements.

2.3 Park Service under this Rate Schedule consists of:

(a) Transporter's receipt of gas (Parked Quantity) for Shipper's account at the logical point (Park Point) designated in the executed Service Agreement, either at the Clay Basin Park Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, at the Jackson Prairie Park Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, or any other mutually agreeable non-storage Park Point, up to the Maximum Parked Quantity specified in the executed Service Agreement; and



RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(b) Transporter's subsequent delivery of the Parked Quantity of gas to Shipper at the Park Point designated in the executed Service Agreement.

2.4 Loan service under this Rate Schedule consists of:

(a) Transporter's delivery of gas (Loaned Quantity) for Shipper's account at the logical point (Loan Point) designated in the executed Service Agreement, either at the Clay Basin Loan Point adjacent to Transporter's physical Clay Basin Receipt/Delivery Point, at the Jackson Prairie Loan Point adjacent to Transporter's physical Jackson Prairie Receipt/Delivery Point, or any other mutually agreeable non-storage Loan Point, up to the Maximum Loaned Quantity specified in the executed Service Agreement; and

(b) Transporter's subsequent receipt of the Loaned Quantity from Shipper at the Loan Point designated in the executed Service Agreement.

2.5 Service under this Rate Schedule will have defined quantities and a fixed term of when and where parking or loaning activity can occur. If, due to operating conditions, Transporter is unable to schedule Shipper's nominations, within the park/loan schedule limits identified in the Service Agreement Transporter and Shipper may mutually agree to amend the Service Agreement with a revised park/loan activity schedule when operating conditions permit, if Transporter, in its reasonable discretion, determines such action will not prevent Transporter from accommodating higher priority services, maintaining its system integrity or accommodating system balancing requirements for firm services.

2.6 If Transporter determines quantities are available to be parked or loaned under this Rate Schedule, such quantities will be subject to the competitive bid procedures described in Section 25.5 of the General Terms and Conditions, except that the competitive bid timelines described in Section 25.5(b) of the General Terms and Conditions shall not apply. All competitive bid postings for service under Rate Schedule TPAL will be for a bid period of no less than one hour, provided the bid period will begin during Transporter's normal business hours. Transporter will notify Shippers of the TPAL competitive bid posting via its Designated Site.

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.7 Transportation of gas for or on behalf of Shipper to or from the Park Point or Loan Point will not be performed under this Rate Schedule. Shipper is obligated to make arrangements with Transporter or other parties for the related transportation services to and from the Park Point or Loan Point. Transporter's receipts or deliveries of gas for Shipper's account at the Park Point or Loan Point under this Rate Schedule will be scheduled only for quantities that are matched by Scheduled Quantities for the related transportation services to or from the Park Point or Loan Point or for quantities that are matched by a confirmed transfer (a) between Transporter's storage account and Shipper's storage account in the storage field adjacent to the Park Point or Loan Point or (b) between Shippers at the same non-storage Park or Loan Point.

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.8 Transfers: Transporter will post on Transporter's Designated Site whether TPAL transfers will be allowed. If allowed at a given Park Point or Loan Point, participating Shippers must notify Transporter's Marketing Services personnel, via email, of their intent to transfer such inventory. Transfers of quantities may not result in any Shipper taking title to quantities that exceed such Shipper's contractual rights under this or other Rates Schedules.

- (a) Non-Storage Points: Shippers that are subject to this Rate Schedule may agree to transfer their respective Parked Quantity or Loaned Quantity to another PAL or TPAL contract at the same non-storage point.
- (b) Clay Basin Storage Point: Shippers that are subject to this Rate Schedule may agree to transfer their respective Parked Quantity or Loaned Quantity at the Clay Basin storage facility to another Shipper with a Clay Basin Parked Quantity or Loaned Quantity under Rates Schedules PAL or TPAL, or to any capacity holder in the Clay Basin storage facility. Transfers between TPAL and another Clay Basin capacity holder requires an agreement among the TPAL Shipper, Transporter and the other Clay Basin capacity holder. Upon agreement of the parties, Transporter may utilize its Clay Basin contracted capacity on behalf of a Rate Schedule TPAL Shipper to transfer such Shipper's TPAL quantity to or from the other Clay Basin capacity holder's inventory account.
- (c) Jackson Prairie Storage Point: Shippers that are subject to this Rate Schedule may agree to transfer their respective Jackson Prairie Park or Loan Quantities to any capacity holder in the Jackson Prairie Storage facility under Rate Schedules SGS-2F, SGS-2I, TPAL, and PAL.

Pursuant to the January 15, 1998 Gas Storage Project Agreement, owners of the Jackson Prairie Storage Project may transfer portions of their respective available working gas inventories, as defined in the Project Agreement, to each other. Upon agreement of the parties, and subject to the terms of the Project Agreement, Transporter may utilize its ownership account on behalf of a Rate Schedule TPAL Shipper to transfer such Shipper's TPAL quantity to an owner's available working gas inventory account. Conversely, an owner may transfer its available working gas inventory to a Rate Schedule TPAL Shipper's TPAL contract.

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

3. RATE

3.1 Transporter's Maximum Base Tariff Rate for Rate Schedule TPAL, as set forth on Statement of Rates of this Tariff, will apply to all service rendered under this Rate Schedule unless Transporter agrees to discount its Recourse Rate as described below or unless Shipper and Transporter mutually agree to a Negotiated Rate pursuant to Section 19 of the General Terms and Conditions.

3.2 Discounted Recourse Rates.

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

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

3.3 For each billing period for service under a TPAL Service Agreement, Shipper will pay Transporter a total amount equal to the sum of the following charges described below:

(a) The sum of the daily product of (1) the daily Park/Loan Rate set forth in the executed Service Agreement and (2) the daily scheduled quantity (including transfers) of gas parked or loaned;

(b) The sum of the daily products of (1) the daily Park/Loan Balance Rate set forth in the executed Service Agreement and (2) the daily quantity of gas parked or loaned at the end of the Gas Day (such charge shall be calculated based on the end of the Gas Day balances for each Gas Day less any new gas parked or loaned on that Gas Day); and

(c) The sum of the daily products of (1) the daily UnPark/Loan Payback Rate set forth in the executed Service Agreement and (2) the daily scheduled quantity (including transfers) of park gas delivered to Shipper or loaned gas received from Shipper.

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

3. RATE (Continued)

Except for Negotiated Rates, on any Gas Day, the sum of the daily Park/Loan Rate, the Park/Loan Balance Rate and the UnPark/Loan Payback Rate assessed for any park or loan may not exceed the Maximum Base Tariff Park/Loan Rate on a per unit basis.

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

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

4. ALLOCATION OF SERVICE

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

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

5. SERVICE RESTRICTIONS AND PENALTIES

5.1 Shipper may be required to remove some or all of the Parked Quantity or return some or all of the Loaned Quantity prior to termination of its Service Agreement if Transporter, in its reasonable discretion, determines such action is necessary to accommodate higher priority services, maintain system integrity or to accommodate system balancing requirements for firm services. Notification of any such requirements will be made to Shipper by posting on Transporter's Designated Site and, if specified by Shipper on the Business Associate Information form, via an e-mail to the Shipper. Transporter's notification will indicate the time within which specified Parked Quantities shall be removed by Shipper and/or specified Loaned Quantities shall be returned to Transporter, consistent with Transporter's operating conditions. In no event will the specified time frame be less than three (3) gas days from the date of Transporter's notification.

5.2 Any Parked Quantity not removed within the time frame specified by Transporter's notice and any Parked Quantity not removed by the termination date of the Service Agreement will become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any Loaned Quantity not returned within the time frame specified by Transporter's notice and any Loaned Quantity not returned by the termination date of the Service Agreement will be deemed sold to Shipper under Section 32 of the General Terms and Conditions at 150% of the highest weekly average price of the following trading points: the NW Wyoming Pool, NW south of Green River, Stanfield, Oregon, NW Canadian Border (Sumas), or El Paso Bondad as reflected in the Daily Price Survey as published in "Gas Daily" for the week in which the Shipper failed to comply.

Notwithstanding the above, Transporter may allow additional time to comply following notification to remove the Parked Quantity or return the Loaned Quantity when operational conditions permit and such additional time does not impair Transporter's ability to provide reliable firm service. Furthermore, if Shipper makes a timely nomination to comply with a notification to remove the Parked Quantity or return the Loaned Quantity and such nomination is not scheduled and confirmed due to Transporter's lack of capacity to schedule and confirm a matching nomination by Shipper of firm transportation service within the Shipper's primary path, then the specified compliance time frame will be extended by one day for each day Transporter is unable to render such transportation. Transporter will not extend the specified compliance time frame if Transporter is unable to provide the related transportation under a firm Service Agreement outside of Shipper's primary path or on an overrun basis or under a Rate Schedule TI-1 Service Agreement.

RATE SCHEDULE TPAL  
Term Park and Loan Service (Continued)

5. SERVICE RESTRICTIONS AND PENALTIES (Continued)

5.3 Revenue received by Transporter resulting from the deemed sale of Loaned Quantities will be used by Transporter to purchase gas to replace the gas deemed sold to the Shipper, after first taking into account any offsetting confiscated Parked Quantities that have not been reflected in Transporter's fuel reimbursement factor. Any excess revenues will be refunded to Shippers after March 1 of the applicable calendar year using the refund methodology specified in Section 32.2 of the General Terms and Conditions. Any confiscated Parked Quantities in excess of those used to offset Loaned Quantities that are deemed sold will be refunded to customers through Transporter's fuel reimbursement factor pursuant to Section 14.12 of the General Terms and Conditions that goes into effect April 1 of each year.

6. QUANTITY

Each Service Agreement shall specify the maximum quantities to be parked or loaned and a schedule of park or loan quantities under a specific transaction. The Service Agreement may provide for flexibility in total volumes and in the daily volumes parked or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park or loan (or portion thereof), and/or in the timing of the completion of the park or loan (or portion thereof) by the return of gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed.

7. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions contained in this Tariff.



RATE SCHEDULE TFL-1  
Firm Lateral Transportation

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the Transportation of Natural Gas by Transporter on a Designated Lateral when:

- (a) Shipper desires incremental firm service on a Designated Lateral and Transporter has or will have available capacity to render such firm service for Shipper;
- (b) Transporter can render the desired service without modifying the Designated Lateral facilities, except for facilities for which a facilities agreement has been entered into between Transporter and Shipper pursuant to Section 21 of the General Terms and Conditions; and
- (c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to Transportation by Transporter for Shipper on a Designated Lateral pursuant to an executed Service Agreement under this Rate Schedule.

2.2 Character of Service. Transportation service under this Rate Schedule is firm up to Shipper's Transportation Contract Demand. Transportation service under this Rate Schedule is limited to receipt and delivery points on the Designated Lateral covered by the Service Agreement and is not subject to curtailment or interruption except as expressly provided in the General Terms and Conditions.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (continued)

3. RATES AND MONTHLY CHARGES

3.1 Monthly Charges.

(a) Unless Shipper and Transporter have agreed to a Negotiated Rate under Section 3.7, Shipper will pay Transporter for service rendered during each Month under this Rate Schedule the sum of the reservation charge specified in Section 3.2, the volumetric charge specified in Section 3.3 and, if applicable, the scheduled overrun charge specified in Section 3.4.

(b) As applicable, all Shippers, including Negotiated Rate Shippers, also will pay Transporter each Month for any facilities charge as specified in Section 3.5 and, pursuant to the General Terms and Conditions, any imbalance penalties not waived and any unauthorized overrun and/or underrun charges.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

RATES AND MONTHLY CHARGES (Continued)

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

3.2 Reservation Charge.

(a) Except for released capacity acquired on a volumetric bid basis, the reservation charge is the sum of the daily product of Shipper's Transportation Contract Demand (CD) and, as applicable,:

(1) the Rate Schedule TFL-1 applicable maximum base reservation rate for the Designated Lateral stated on Sheet No. 5;

(2) a discounted reservation rate that may be granted pursuant to Section 3.6; or

(3) the reservation rate determined pursuant to the capacity release provisions in Section 22 of the General Terms and Conditions.

(b) For released capacity acquired on a volumetric bid basis (including prearranged volumetric releases under Section 22 of the General Terms and Conditions), the Replacement Shipper will pay a reservation charge that is:

(1) the sum of the daily product of the applicable volumetric reservation rate determined pursuant to the capacity release provisions in Section 22 of the General Terms and Conditions and the Replacement Shipper's daily Scheduled Quantity in Dth; plus,

(2) if the Releasing Shipper has specified a minimum average load factor volumetric commitment, an amount equal to the accepted volumetric bid times the difference, if positive, between (i) the specified average load factor times Replacement Shipper's Transportation Contract Demand times the number of days the Transportation Service Agreement is in effect during the month, and (ii) Replacement Shipper's Scheduled Quantity under the subject Service Agreement during the month.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

(c) Charges for Capacity Release Service: The rates for capacity release service are set forth in Sheet No. 5. See Section 22 of the General Terms and Conditions for information about rates for capacity release service, including information about acceptable bids. In the event of a base tariff maximum and/or minimum rate change, wherein the Replacement Shipper has not agreed to pay the Maximum Base Tariff Rate or a percentage of the Maximum Base Tariff Rate (as it may change from time-to-time), the Replacement Shipper will be obligated to pay:

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

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

(d) Shipper will pay the Reservation Charges commencing with the primary term begin date set forth in the Service Agreement.

3.3 Volumetric Charge. The volumetric charge is the sum of (i) the daily product of Shipper's Scheduled Quantity in Dth and the Rate Schedule TFL-1 applicable maximum base volumetric rate for the Designated Lateral stated in the Statement of Rates of this Tariff, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

3.4 Overrun Charge. For any volume transported in excess of Shipper's Transportation Contract Demand on any day, Shipper shall pay an amount obtained by multiplying (i) the quantity of Dth in excess of Transportation Contract Demand by (ii) the maximum base scheduled overrun rate per Dth for the Designated Lateral stated on Sheet No. 5, unless otherwise agreed to by Shipper and Transporter.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

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

3.6 Discounted Recourse Rates.

(a) Transporter reserves the right to discount at any time the Recourse Rates for any individual Shipper under any Service Agreement without discounting any other Recourse Rates for that or another Shipper; provided, however, that such discounted Recourse Rates will not be less than the minimum base rates set forth on the Statement of Rates in this Tariff, or any superseding tariff. Such discounted Recourse Rates will be set forth in the Shipper's Service Agreement and may apply to specific volumes of gas (such as volumes above or below a certain level or all volumes

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

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

if volumes exceed a certain level), volumes of gas transported during specific time periods, and volumes of gas transported from specific receipt points and/or to specific delivery points, or within specific corridors. A load factor based discounted reservation rate may be computed by dividing the reservation revenues payable pursuant to a volumetric formula by Shipper's Transportation Contract Demand; i.e., the discounted daily reservation rate would be equal to a stated amount per Dth times the actual daily load factor for Shipper's use of its Transportation Contract Demand.

(b) Under the Section 3.6(a) load factor based discounted reservation rate option, a minimum average load factor provision also may apply. In that event, the monthly reservation charge under Section 3.2(a) will be equal to the greater of (i) the sum of the daily reservation rate charges calculated using the stated amount per Dth and Shipper's actual daily load factors or (ii) the sum of the daily reservation charges calculated using the stated amount per Dth and the specified minimum average load factor.

3.7 Negotiated Rate. If Transporter and Shipper mutually agree to a Negotiated Rate for service hereunder as provided in Section 19 of the General Terms and Conditions and set forth such rate in the Service Agreement, the charges established by such Negotiated Rate will apply. In addition to any such Negotiated Rate, Shipper will pay any applicable charges identified in Section 3.1(b), plus the ACA surcharge component of the volumetric charge otherwise applicable to Scheduled Quantities under Rate Schedule TFL-1.

4. TRANSPORTATION CONTRACT DEMAND

4.1 The Transportation Contract Demand is the maximum quantity of gas, expressed in Dth, that Transporter is obligated to receive (exclusive of fuel reimbursement furnished in-kind pursuant to Section 14 of the General Terms and Conditions), transport and deliver for Shipper on a firm basis on any one Gas Day, as specified in an executed Service Agreement for service under this Rate Schedule. Transporter's service obligation is limited to Shipper's Transportation Contract Demand as adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

4.2 As long as the Transportation Contract Demand, as adjusted for any capacity releases, is not exceeded, Transporter shall be obligated to receive up to Shipper's Maximum Daily Quantity (MDQ) at each Primary Receipt Point and to deliver up to Transporter's Maximum Daily Delivery Obligation (MDDO) at each Primary Delivery Point at pressures at least as great as the pressures specified in Shipper's TFL-1 Service Agreement, on a firm basis, as such MDQ and MDDO are adjusted for any released capacity pursuant to Section 22 of the General Terms and Conditions.

4.3 The aggregate MDQ at the Primary Receipt Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Transportation Contract Demand. The aggregate MDDO at the Primary Delivery Points, as specified in a Service Agreement for service under this Rate Schedule, must equal the Transportation Contract Demand.

5. SCHEDULED OVERRUN TRANSPORTATION

5.1 On any day Shipper nominates quantities of gas in excess of Shipper's Transportation Contract Demand specified in the executed Service Agreement, Transporter will schedule such quantities in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions.

6. RECEIPT AND DELIVERY POINT FLEXIBILITY

6.1 Permanent Changes to Primary Receipt and Delivery Points. Subject to the availability provisions of this Rate Schedule, any Shipper may permanently change primary receipt or delivery points on the Designated Lateral by amending Exhibit A of the Service Agreement.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

6. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

6.2 Procedures for Requesting Permanent Receipt and Delivery Point Changes. Any Shipper who wishes to amend the primary receipt or delivery points, or the associated MDQ or MDDO named in Exhibit A of its Service Agreement, will electronically request and execute on Transporter's Designated Site an amendment to the applicable Service Agreement at least one business day, but no more than sixty days, prior to the requested effective date. If Transporter determines that a receipt or delivery point change request can be honored, the amendment to the Service Agreement will be executed by Transporter. The change will become effective on the later of the requested effective date or the date executed by Transporter, provided that such date shall not exceed fifteen days from the date of receipt of the amendment by Transporter. Notice of the resulting changes in available receipt or delivery point capacity will be posted to Transporter's Designated Site at least one business day prior to implementation of such change.

On a not unduly discriminatory basis, Transporter may allow Shipper to submit an amendment request more than sixty days prior to the requested effective date if such request (i) is associated with an open season for available capacity posted under Section 25 of the General Terms and Conditions, or (ii) is associated with a concurrent request by Shipper for the construction of facilities under Section 21 of the General Terms and Conditions to create the requested receipt and/or delivery point capacity.



RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

6. RECEIPT AND DELIVERY POINT FLEXIBILITY (Continued)

Capacity posted on Transporter's Designated Site pursuant to Section 25.4 of the General Terms and Conditions will be available for permanent receipt and/or delivery point changes only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

6.3 Transporter's Maximum Service Obligation. The total volumes nominated for service on any day for all receipt or delivery points must not exceed Transportation Contract Demand under a Shipper's firm Service Agreement, except as otherwise provided in Section 5 of this Rate Schedule.

7. CONTRACT TERM EXTENSIONS

7.1 Standard Unilateral Evergreen Provision. If Transporter and Shipper agree to include a standard unilateral evergreen provision as indicated on Exhibit A of a long-term Service Agreement, the following conditions will apply:

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

(b) Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving written notice to Transporter so stating at least five years before the termination date.

(c) The termination notice required under Section 7.1(b) will be deemed given when posted on Transporter's Designated Site.

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

(a) The established rollover period will be:

(i) one day for Service Agreements with a primary term of one day;

(ii) one month for Service Agreements with a primary term of at least two days but less than one year; or

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

7. CONTRACT TERM EXTENSIONS (continued)

(iii) one year for Service Agreements with a primary term of one year or more.

(b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least:

(i) one Business Day before the termination date if Section 7.2(a) (i) applies;

(ii) ten Business Days before the termination date if Section 7.2(a) (ii) applies; or

(iii) one year before the termination date if Section 7.2(a) (iii) applies.

(c) The termination notice required under Section 7.2(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

8. SEGMENTATION

8.1 To the extent operationally feasible, a Shipper may temporarily segment its capacity on a Designated Lateral into separate parts for its own use or for the purpose of releasing capacity to a Replacement Shipper. Shipper may submit a segmentation request no more than sixty days prior to the requested effective date. Transporter will respond to a Shipper's segmentation request within two business days following the request; and if the segmentation request is approved, Transporter will issue new Service Agreements for each of the segments within one hour of notification to the Shipper that the request is approved. Capacity posted on Transporter's Designated Site pursuant to Section 25.4 of the General Terms and Conditions will be available for capacity release segmentation requests only pursuant to the procedures outlined in Section 25 of the General Terms and Conditions.

On a not unduly discriminatory basis, Transporter may allow Shipper to submit a segmentation request more than sixty days prior to the requested effective date if such request (i) is associated with an

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

8. SEGMENTATION (Continued)

open season for available capacity posted under Section 25 of the General Terms and Conditions, or (ii) is associated with a concurrent request by Shipper for the construction of facilities under Section 21 of the General Terms and Conditions to create the requested receipt and/or delivery point capacity.

8.2 Transporter will permit nominations of forward hauls up to Transportation Contract Demand and backhauls up to Transportation Contract Demand on the Designated Lateral to the same point at the same time for segmented capacity.

8.3 Segmentation without Capacity Release. A Shipper that wishes to segment its capacity into separate parts for its own use is subject to the same procedures as apply to the temporary capacity release of segmented capacity under Sections 22 and 23 of the General Terms and Conditions except that the Shipper's release of capacity to itself will always be non-biddable. Such transactions will be treated as temporary capacity releases with the Shipper acting as both the Releasing Shipper and the Replacement Shipper. New Service Agreements will be executed with the Shipper for all new segments. Such Shipper also is specifically subject to the following:

(a) Capacity between a Shipper's primary receipt point(s) and primary delivery point(s) on the Designated Lateral may be segmented into separate Service Agreements for a Shipper's own use, provided that such segmentation is operationally feasible and provided that firm capacity is available at and between the designated points.

(b) Transportation Contract Demand under any Service Agreement created as a result of segmentation may not exceed the Transportation Contract Demand under Shipper's Service Agreement as it existed before the segmentation.

(c) Each Service Agreement will have a primary receipt point and a primary delivery point on the Designated Lateral, but Shipper will have the right to use any available alternate receipt and delivery points on the Designated Lateral on a secondary firm basis, with a scheduling priority consistent with Section 12 of the General Terms and Conditions of Transporter's tariff.

RATE SCHEDULE TFL-1  
Firm Lateral Transportation (Continued)

8. SEGMENTATION (Continued)

8.4 Segmentation with Capacity Release. A Shipper that wishes to segment its capacity for the purpose of releasing all or part of that capacity to a Replacement Shipper is subject to the capacity release provisions of Sections 22 and 23 of the General Terms and Conditions of Transporter's tariff. New Service Agreements will be executed with the Releasing Shipper for the retained segment(s) and the Replacement Shipper for the released segment.

9. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions, except as such General Terms and Conditions may be modified in a Service Agreement.

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

**First Revised Sheet Nos. 145 Through 149  
Superseding  
Substitute Original Sheet Nos. 145 Through 149**

RESERVED FOR FUTURE USE

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the Transportation of Natural Gas by Transporter on a Designated Lateral when:

- (a) Shipper desires interruptible service on a Designated Lateral;
- (b) Transporter can render the desired service without modifying the Designated Lateral facilities, except for facilities for which a facilities agreement has been entered into between Transporter and Shipper pursuant to Section 21 of the General Terms and Conditions; and
- (c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability. This Rate Schedule will apply to Transportation by Transporter for Shipper on a Designated Lateral pursuant to an executed Service Agreement under this Rate Schedule.

2.2 Character of Service. Transportation service under this Rate Schedule is interruptible up to Shipper's Maximum Daily Quantity. Transportation service under this Rate Schedule is limited to receipt and delivery points on the Designated Lateral covered by the Service Agreement and is subject to curtailment or interruption at anytime as expressly delineated in the General Terms and Conditions.

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation  
(continued)

3. RATES AND MONTHLY CHARGES

3.1 Monthly Charges.

(a) Unless Shipper and Transporter have agreed to a Negotiated Rate, Shipper will pay Transporter for service rendered during each Month under this Rate Schedule the sum of the volumetric charge specified in Section 3.2.

(b) As applicable, all Shippers, including Negotiated Rate Shippers, will pay Transporter imbalance penalties not waived.

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

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

3.2 Volumetric Charge. The volumetric charge is the sum of (i) the daily product of Shipper's Scheduled Quantity in Dth and either the Rate Schedule TIL-1 applicable maximum base volumetric rate for the Designated Lateral stated on the Statement of Rates or the discounted Recourse Rate established pursuant to Section 3.4, and (ii) the daily product of Shipper's Scheduled Quantity in Dth and the ACA component as referenced in the Statement of Rates of this Tariff, unless the condition in General Terms and Conditions Section 16.2 applies.

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

3.4 Discounted Recourse Rates.

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

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



RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation (Continued)

3. RATES AND MONTHLY CHARGES (Continued)

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

3.5 Negotiated Rate. If Transporter and Shipper mutually agree to a Negotiated Rate for service hereunder as provided in Section 19 of the General Terms and Conditions and set forth such rate in the Service Agreement, the charges established by such Negotiated Rate will apply. In addition to any such Negotiated Rate, Shipper will pay any applicable charges identified in Section 3.1(b), plus the ACA surcharge component of the volumetric charge otherwise applicable to Scheduled Quantities under Rate Schedule TIL-1.

4. SHIPPER'S MAXIMUM DAILY QUANTITY

The executed Service Agreement shall specify a Maximum Daily Quantity of gas to be transported thereunder for Shipper. The Maximum Daily Quantity refers to the quantity of gas to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

5. RESERVED FOR FUTURE USE

RATE SCHEDULE TIL-1  
Interruptible Lateral Transportation (Continued)

6. EVERGREEN PROVISION

6.1 Evergreen Provision. If Transporter and Shipper agree to include an evergreen provision as contemplated by Section 4 of the Service Agreement, the following conditions will apply:

- (a) The established rollover period will be one month.
- (b) Either Transporter or Shipper may terminate the Service Agreement in its entirety upon the primary term end date or upon the conclusion of any evergreen rollover period thereafter by giving the other party termination notice at least thirty days before the termination date.
- (c) Termination notice under Section 6.1(b) will be deemed given when posted on Transporter's Designated Site. If Transporter gives termination notice, such termination notice also will be given via Internet E-mail or fax if specified by Shipper on the Business Associate Information form.

7. GENERAL TERMS AND CONDITIONS

This Rate Schedule incorporates the General Terms and Conditions except as such General Terms and Conditions may be modified in a Service Agreement.