

Notice Text:

Subject: Binding Open Season and Reverse Open Season for Northwest Pipeline LLC's Wild Trail Project.

Northwest Pipeline LLC ("Northwest") hereby announces that it is holding a binding open season ("Open Season") for its proposed Wild Trail Project ("Project") and is soliciting binding commitments for year-round primary firm transportation service to be made available by a proposed in-service date of November 1, 2027. The purpose of the Project is to provide additional service from the Wild Horse Receipt Point to the Kern River Muddy Creek Delivery Point and Ignacio Delivery Point on Northwest's existing interstate natural gas transportation system ("Northwest's System").

Concurrently with the Open Season, Northwest is soliciting offers for the permanent relinquishment of primary firm transportation service on Northwest's System in connection with the Project. Specifically, shippers under Rate Schedule TF-1 of Northwest' FERC Gas Tariff ("Tariff") holding primary firm transportation service within the path and direction of the Project (defined as "Relinquishment Path" below) may offer that capacity for relinquishment, subject to the conditions set forth below ("Reverse Open Season").

The Open Season and the Reverse Open Season will each commence at 5:00 p.m. CST on September 11, 2024, and end at 5:00 p.m. CST on October 4, 2024 (the "Open Season Period").

For more detailed information, the Open Season / Reverse Open Season Notice, Binding Open Season Request Form, Irrevocable Offer to Relinquish Capacity and Pro Forma Confidentiality Agreement can be found at the following web address:

www.northwest.williams.com/NWP_Portal/downloadsOther.action

Please contact Xan Kotter at 360-666-2196 or via email to Xan.G.Kotter@Williams.com and Jordan McDonough at 832-374-9513 or via email to jordan.mcdonough@Williams.com with any questions.

Project Description

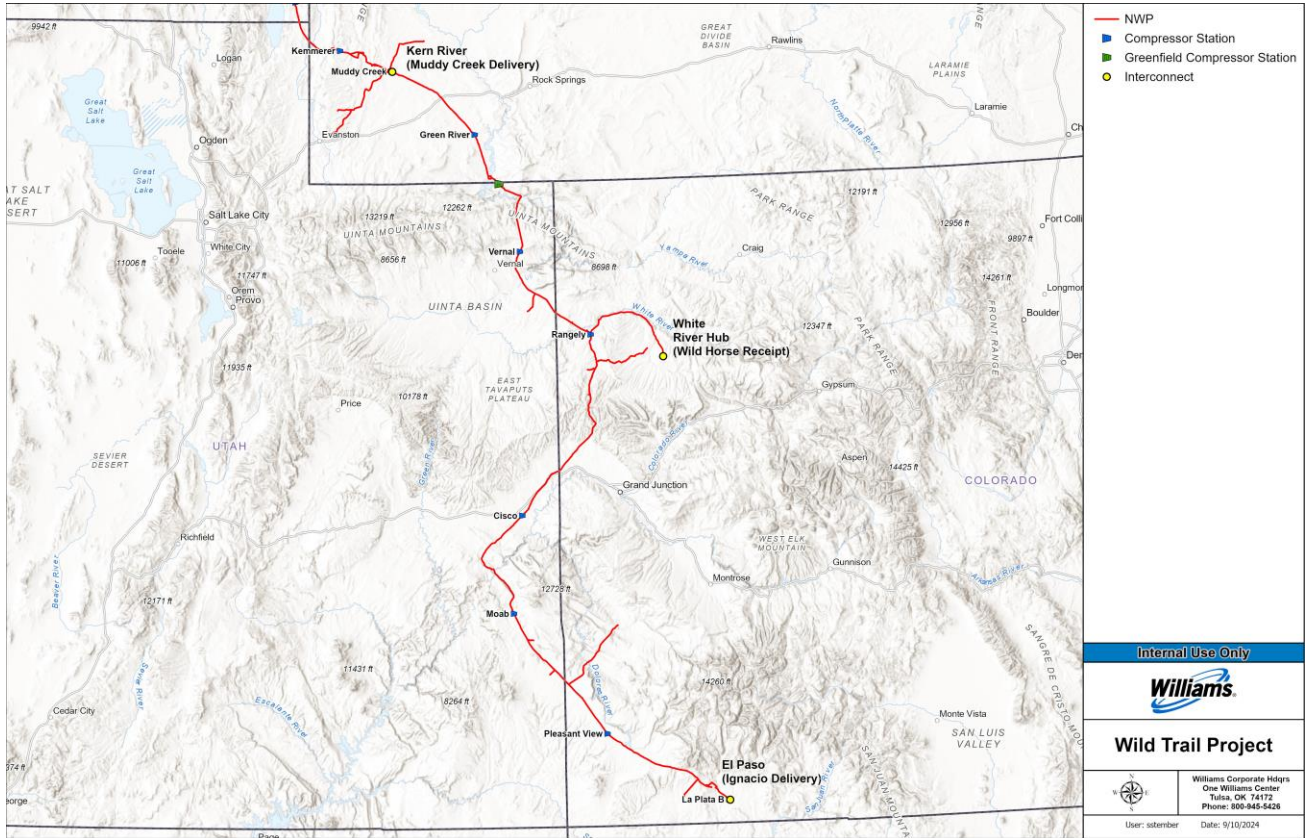
The Project will be an integrated expansion of Northwest's System where Northwest will construct the necessary facilities, including a new compressor near milepost 364 in Daggett County, Utah, to provide primary firm natural gas transportation service from the Wild Horse Receipt Point to the Kern River Muddy Creek Delivery Point and Ignacio Delivery Point on Northwest's System. By utilizing Northwest's existing assets to the greatest extent possible, the Project aims to minimize impacts to property owners and the environment while meeting the needs of prospective shippers for additional volume in this corridor.

The Project's design can provide 82,955 dekatherms per day ("Dth/d") of incremental primary firm transportation service from the **Wild Horse Receipt Point (interconnect with White River Hub)** to the **Kern River Muddy Creek Delivery Point (interconnect with Kern River Gas Transmission)** and to the **Ignacio Delivery Point (interconnect with El Paso Natural Gas)**.

Depending upon the results of the Open Season, Northwest may determine that a larger project may best suit the needs of prospective shippers, and Northwest therefore reserves the right to modify the Project contemplated herein and pursue a larger project.

The proposed in-service date for primary firm transportation service under the Project is November 1, 2027.

Map



Open Season

Anchor Shipper Status

An “Anchor Shipper” under the Project shall be defined as a prospective shipper requesting a Contract Demand of at least 82,955 Dth/d from the Wild Horse Receipt Point, with a Maximum Daily Delivery Obligation of at least 57,955 Dth/d to Kern River Muddy Creek Delivery Point, and a Maximum Daily Delivery Obligation of at least a 25,000 Dth/d to the Ignacio Delivery Point for a term of not less than fifteen (15) years, and, if a negotiated rate is requested, such negotiated rate is at or above \$0.455 Dth/d

Rates

The Project's primary firm transportation rates will ultimately be determined by the results of the Open Season and Reverse Open Season and their impact on the final design of the Project. The primary firm transportation service resulting from the Project will be provided under Northwest's Rate Schedule TF-1.

Northwest is offering an incremental recourse reservation rate and a negotiated reservation rate for service under the Project. Details regarding both rates will be set forth in the pro-forma precedent agreement for the Project that prospective shippers may request from Northwest by following the instructions set forth below under the heading "Pro-Forma Precedent Agreement." Each shipper must indicate on its Binding Open Season Request Form whether it elects to pay the incremental recourse rate or the negotiated rate for its primary firm transportation service under the Project.

In addition to the incremental recourse reservation rate or negotiated reservation rate (whichever the prospective shipper selects), prospective shippers must pay any applicable maximum volumetric charges, reservation surcharges, and other surcharges (i.e., ACA, CRM Surcharge, scheduled overrun, penalties, etc.), and provide prospective shipper's pro rata share of gas used for fuel (including lost or gained and unaccounted-for gas), each as approved by the Federal Energy Regulatory Commission ("FERC") under Rate Schedule TF-1 of the Tariff, as the same may be adjusted from time to time with FERC's approval.

Determination of the Recourse Reservation Rate

The estimated incremental recourse reservation rate has been calculated using Northwest's current estimates of the cost of the Project facilities, future operation and maintenance expenses, and billing determinants under the Project. The actual incremental recourse reservation rate may be higher or lower than such estimated incremental recourse reservation rate and shall be subject to adjustment pursuant to proceedings under the Natural Gas Act. Northwest makes no representation or warranty of any kind whatsoever as to the actual incremental recourse reservation rate that will be applicable to primary firm transportation service under the Project.

Term

Requests for firm transportation service under the Project must be for a term of at least fifteen (15) years. Any term request must be stated in whole years.

Pro-Forma Precedent Agreement

Northwest will provide a copy of the "Pro-Forma Precedent Agreement For Firm Transportation Wild Trail Project" upon request, provided the prospective shipper shall have first entered into the Pro-Forma Confidentiality Agreement. All requests for a copy of the Pro-Forma Precedent Agreement For Firm Transportation Wild Trail Project should be directed to Xan Kotter at 801-558-6327 or via email to Xan.G.Kotter@Williams.com and Jordan McDonough at 832-374-9513 or via email to jordan.mcdonough@Williams.com

Creditworthiness

The creditworthiness requirements of prospective shippers will be set forth in the Pro-Forma Precedent Agreement For Firm Transportation Wild Trail Project. Any prospective shipper requesting primary firm transportation service under the Project must first complete and submit to Northwest the following online [Credit Application](#). Credit support, including but not limited to letters of credit and guaranties, may be required by Northwest upon execution of the completed precedent agreement.

Open Season Procedure

Before the end of the Open Season Period (5:00 p.m. CST on October 4, 2024), any prospective shipper desiring primary firm transportation service under the Project must:

- 1) Enter into the Pro-Forma Confidentiality Agreement for the Project;
- 2) Request a copy of the Pro-Forma Precedent Agreement For Firm Transportation Wild Trail Project; and
- 3) After completing steps 1) and 2):
 - a) submit via email to Xan.G.Kotter@Williams.com and Jordan.McDonough@Williams.com the completed Binding Open Season Request Form; and
 - b) submit via online the completed [Credit Application](#).

By October 11, 2024 (or such later date as may be determined by Northwest), Northwest will deliver to each prospective shipper that has timely and correctly submitted all the required documentation, a completed precedent agreement ready for the prospective shipper's execution. Such precedent agreement will be based on the information contained in the prospective shipper's Binding Open Season Request Form and Credit Application, and the overall results of the Open Season. As more fully described below, the contract demand contained in the completed precedent agreement delivered by Northwest may be different than the contract demand requested in the prospective shipper's Binding Open Season Request Form. The prospective shipper will have until 5:00 p.m. CST on October 18, 2024 (or such later date as may be determined by Northwest) to execute and return the completed precedent agreement to Northwest.

Potential Changes to Contract Demand

If the total primary firm transportation service requested during the Open Season should exceed the Project's design, then Northwest, in its sole discretion, may elect to allocate the primary firm transportation capacity that will be available to prospective shippers under the Project, increase the Project's design, or both.

If Northwest elects to allocate any of the primary firm transportation capacity that will be available to prospective shippers under the Project, then such capacity will first be allocated to Anchor Shippers and any remaining capacity will be allocated to non-Anchor Shippers. As between prospective shippers within the same class (Anchor Shippers or non-Anchor Shippers), capacity will first be allocated to prospective shippers submitting bids with the highest net present value to Northwest. If the negotiated reservation rate requested by a shipper should exceed the final

incremental recourse reservation rate, then (as required by FERC policy) any bid at the higher negotiated reservation rate shall be valued as if it were a bid at the lower incremental recourse rate when making the highest net present value determination and allocation described above. If any further allocation is necessary amongst prospective shippers submitting bids with the same net present value, then such allocation shall be pro rata based on each such prospective shipper's requested contract demand.

If the total primary firm transportation service requested during the Open Season should fall below the Project's design, then Northwest, in its sole discretion, may elect not to proceed with the Project.

Northwest reserves the right to reject any requests for primary firm transportation service under the Project on a not unduly discriminatory basis.

Parties desiring more information regarding the Project or Open Season should contact Xan Kotter @ 801-558-6327, Jordan McDonough @ 832-374-9513, and Gary Venz @ 713-215-3687.

Reverse Open Season

Northwest is also conducting a Reverse Open Season to solicit offers for the permanent relinquishment of primary firm transportation service on Northwest's System in connection with the Project. Specifically, shippers under Rate Schedule TF-1 of Northwest's Tariff holding primary firm transportation service within the path from Northwest's **Wild Horse Receipt Point** to **Kern River Muddy Creek Delivery Point** or from the **Wild Horse Receipt Point to the Ignacio Delivery Point** ("Relinquishment Path") may offer to relinquish their capacity, subject to the conditions below. Northwest intends to combine any qualifying offers to relinquish capacity with proposed incremental capacity from the Project to render service under the Project. The Reverse Open Season will commence at 5:00 p.m. CST on September 11, 2024, and end at 5:00 p.m. CST on October 4, 2024. Accordingly, any shipper desiring to participate in the Reverse Open Season must complete, sign and return the Irrevocable Offer to Relinquish Capacity Form via email to Xan.G.Kotter@Williams.com and Jordan.McDonough@Williams.com by no later than 5:00 p.m. (CST) on October 4, 2024

Valid offers for the Reverse Open Season must be submitted in writing and must meet the following criteria:

1. The capacity offered must be available year-round and must be wholly within the Relinquishment Path and direction of the Project;
2. Offers to relinquish a geographical segment of the capacity under any contract are subject to rejection by Northwest on a not unduly discriminatory basis;
3. The capacity offered must result in a reduction of the facilities otherwise required to provide service under the Project;
4. Inclusion of relinquished capacity in the Project must result in a lower cost of service for the Project than if the relinquished capacity were not included;

5. Offers to relinquish capacity that will result in an economic loss to Northwest with respect to the relinquished capacity will not be accepted;
6. The remaining contract term for the relinquished capacity must not exceed fifteen (15) years from and after the proposed in-service date of the Project;
7. Offers to relinquish capacity will not be accepted from any shipper contracting for service under the Project;
8. Offers to relinquish capacity must identify the specific contract(s), path(s) and quantity of capacity to be relinquished; and
9. Offers to relinquish capacity must be unconditional, binding and irrevocable.

Any shipper submitting an offer to relinquish capacity will be notified as to whether its offer complies with the requirements set forth herein and whether the capacity will be accepted and utilized to render service under the Project. If more capacity is offered than is needed for the Project, preference will be given to those offers which reduce the cost of the Project by the largest amount. In the event of a tie, preference will be given to those offers which have the shortest remaining term for the capacity to be relinquished.

Shippers relinquishing capacity hereunder will retain all rights and obligations set forth in their respective transportation service agreement(s) and under Northwest's Tariff until firm transportation service commences under the Project through the relinquished capacity, at which time the relinquishing shipper's transportation service agreement(s) will be terminated or amended as necessary to reflect the relinquished capacity, all as further set forth in the agreements described in Paragraph 1 below. If the relinquished capacity is permanently released to another shipper prior to the in-service date of the Project, then the released capacity will remain subject to the terms and conditions of relinquishment hereunder.

Northwest's acceptance of relinquished capacity shall be subject to the following:

1. Execution and delivery by Northwest and shipper of (i) an agreement setting forth the terms and conditions governing the permanent relinquishment of such firm transportation capacity (such agreement to be provided by Northwest), and (ii) an agreement to amend or terminate, as applicable, the shipper's firm transportation service agreement(s) reflecting any necessary modifications resulting from any such relinquishment; and
2. Execution and delivery by Northwest and the prospective shipper(s) under the Project of a firm service agreement(s) to subscribe to all the Project's capacity, including such relinquished capacity; and
3. FERC's authorization of the proposed Project facilities and service (including approval of the capacity relinquishment) pursuant to either:
 - a. Northwest's prior notice filing for the proposed Project facilities and service (including

approval of the capacity relinquishment) being deemed complete after the 60-day comment period; or

- b. Receipt by Northwest of a certificate of public convenience and necessity from the FERC authorizing the proposed Project facilities and service (including approval of the capacity relinquishment) in a form acceptable to Northwest in its sole discretion; and

4. Placing the portion of the Project into service that utilizes the relinquished capacity.

Offers for permanent relinquishment hereunder shall be subject to the orders, rules and regulations of the FERC. Further, if the Project does not go forward for any reason, including, without limitation, the FERC authorization being granted in a form unacceptable to Northwest, the capacity relinquishment shall not be effectuated, and all related agreements shall be null and void.

Shippers desiring more information regarding the Reverse Open Season should contact Xan Kotter @ 801-558-6327, Jordan McDonough @ 832-374-9513, and Gary Venz @ 713-215-3687.