

## RATE SCHEDULES

Firm Service (T-1)  
Firm Compression Service - Des Plaines (FCS-DP)  
Interruptible Compression Service - Des Plaines (ICS-DP)  
Interruptible Transportation Service (IT-1)  
Firm Backhaul Service (T-1B)  
Park and Loan Service (PAL)  
Third Party Balancing Service (TPB)  
Firm Transportation Lateral Service (FTL-1)  
Interruptible Transportation Lateral Service (ITL-1)

RATE SCHEDULE T-1  
FIRM SERVICE

#### 5.1.1 AVAILABILITY

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm basis after execution of a Service Agreement with Company and the satisfaction of the credit worthiness provisions under Section 6.40 of the General Terms and Conditions and as provided for by Section 13(a) of Alaskan Natural Gas Transportation Act of 1976.

## 5.1.2 APPLICABILITY AND CHARACTER OF SERVICE

### 1. Applicability.

This Rate Schedule shall apply to firm transportation service pursuant to Articles 1 and 2 of the U.S. Shippers Service Agreement after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's Service Agreement, other than service specifically provided for in another Rate Schedule. Quantities of gas Shipper desires to transport in excess of Shipper's Maximum Receipt Quantity nominated as specified in Shipper's Service Agreement shall be nominated, scheduled, received, and delivered on an interruptible basis pursuant to an IT-1 Transportation Agreement. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Service Agreement.

### 2. Character of Service.

Any Shipper under this Rate Schedule that receives service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 6.17 of the General Terms and Conditions. Service shall be provided on a firm basis subject to the nominations/confirmations/scheduling/interruption of service provisions of Section 6.10 of the General Terms and Conditions.

### 3. Release of Capacity.

Shipper may release, in whole or in part, its capacity in accordance with Section 6.27 of the General Terms and Conditions. If the release is a temporary release, such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

### 4. Facility Limitations.

Company shall not be required to install, modify or acquire any additional facilities in order to provide service under this Rate Schedule.

### 5.1.3 RATES

#### 5.1.3.1 Rates and Charges.

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the applicable charges listed below:

**Reservation Charge** - The applicable Daily Reservation Rate for Rate Schedule T-1 multiplied by Shipper's Daily Contract Dekatherm-miles multiplied by the applicable number of days in such Production Month.

For any Rate Schedule T-1 U.S. Shippers Service Agreement with a primary term of at least twelve (12) consecutive months, the Maximum Daily Reservation Rate on Exhibit A of such Service Agreement shall be equal to the applicable Long-Term Maximum Daily Reservation Rate set forth on the Statement of Rates.

For any Rate Schedule T-1 U.S. Shippers Service Agreement with a Billing Commencement Date subsequent to December 31, 2006 and a primary term of at least one Gas Day and up to 364 consecutive Gas Days, or up to 365 consecutive Gas Days during a Leap Year, the Maximum Daily Reservation Rate(s) per Exhibit A of such Service Agreement shall be equal to the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement.

**Commodity Charge** - The Daily Commodity Rate under Rate Schedule T-1 multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule T-1 for Shipper in such Production Month.

Other Rates and Charges:

Out-of-Transportation Path Charge - The applicable charge for a Shipper utilizing Point(s) of Receipt and/or Point(s) of Delivery outside of Shipper's Transportation Path shall be the corresponding Seasonal Maximum Commodity Rate for incremental transportation pursuant to Rate Schedule IT-1 for the calendar month in which such service is rendered, unless Company and Shipper mutually agree to another rate, for the portion of a scheduled nomination that is outside of a Shipper's Transportation Path.

The Annual Charge Adjustment is defined and computed in accordance with Section 6.16 paragraph 1 of the General Terms and Conditions.

The Electric Compressor Surcharge is defined and computed in accordance with Section 6.44.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

The Company Use Gas Adjustment is defined and computed in accordance with Section 6.44.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 6.38 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(ies) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

5.1.3.2 Discounted Rates.

Company shall charge the applicable Maximum Commodity Rate and applicable Maximum Reservation Rates set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than the applicable Maximum Rate(s) hereunder; provided, however, that the total amount charged may not be less than the applicable Maximum Commodity Rate set forth on the then effective Statement of Rates of Company's FERC Gas Tariff, plus the effective Annual Charge Adjustment, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment.



5.1.3.3 Negotiated Rates.

Notwithstanding the foregoing provisions of this Section 5.1.3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 6.37 of the General Terms and Conditions. The ACA surcharge, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment pursuant to Section 5.1.3.1, will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

5.1.3.4 Shipper's Obligation to Pay.

All Shippers whose Billing Commencement Dates have occurred shall be obligated to pay to Company in respect of each Production Month their respective monthly billing invoices, determined in accordance with Section 5.1.3.1 and Section 6.27 of the General Terms and Conditions for each such Production Month and billed to Shipper in accordance with Section 6.6 of the General Terms and Conditions.

#### 5.1.4 RIGHT OF FIRST REFUSAL

5.1.4.1 Service Continuation.

1. A Shipper that has entered into a Service Agreement that provides for at least 12 consecutive months of service at the Maximum Rate shall have the right to continue service with respect to all or a portion of Shipper's Maximum Receipt Quantity, beyond the primary term specified in the Shipper's Service Agreement provided Shipper satisfies the credit worthiness requirements set forth in Section 6.40 of the General Terms and Conditions and is current with its obligations and otherwise is in compliance with the terms and conditions of this Tariff. Unless Company and Shipper expressly agree otherwise in Shipper's Service Agreement, a right of first refusal does not apply to negotiated rate arrangements, to firm service unless it has been performed at the applicable Maximum Rate for at least 12 consecutive months or to off-system services acquired for Shipper under Section 6.38 of the General Terms and Conditions of Company's FERC Gas Tariff. A limited right of first refusal shall be applicable to interim Service Agreements for capacity that has been sold with a future Billing Commencement Date as set forth in Sections 6.26.5, 6.26.6, or 6.26.7 of the General Terms and Conditions.
2. A Shipper that has entered into a Service Agreement that provides for a term that is at least twelve (12) months of service and up to and including five (5) years of service at the Maximum Rate for a path shorter than the path criteria set forth in a posting of capacity, shall have the right to continue service with respect to all or a portion of Shipper's firm capacity rights regarding such path beyond the primary term specified in the Shipper's Service Agreement; provided, however, Company shall have the right, not less than six (6) months and not more than eighteen (18) months prior to termination of Shipper's Service Agreement, to post, in accordance with the timeline set forth below in Section 5.1.4.2, the originally-posted full path criteria to the extent capacity is available in the amount of Shipper's firm capacity. If an acceptable bid is received for such full path, Shipper shall have the right to match the terms of the bid. If no acceptable bid is received, Shipper shall have the right to extend its Service Agreement at the Maximum Rate for a term up to and including five (5) years. For clarity, this provision does not require Northern Border to accept a short haul bid for more than five (5) years.
3. A Shipper may not exercise a right of first refusal for a geographic portion of its historical service. Company shall give Shipper notice not less than six months and no more than eighteen months prior to termination of Shipper's Service Agreement that Shipper must exercise its right of first refusal. However, in the event a construction project is proposed that would utilize capacity on Company's existing facilities, the sizing of which

project could be effected by Shipper's plans regarding the continuation of service, Company will have the right to give Shipper such notice no more than 36 months prior to termination of Shipper's Service Agreement. Company shall not require a response from Shipper in less than ten (10) business days from the date the notice is issued. Such response shall be Shipper's notification to Company of either (1) its intent to retain its option to exercise its ROFR pursuant to this Section 5.1.4 or (2) its binding commitment to terminate its Service Agreement. Service under the Service Agreement shall continue if:

- (a) The Service Agreement is extended for a term of at least five years at the Maximum Rate under this Rate Schedule, or
- (b) Shipper agrees to match, the term of the Best Bid, the Best Bid, as described in Section 5.1.4.2 paragraph 3, for the firm service being provided to Shipper, which Company has offered in accordance with Section 5.1.4.2, provided that Shipper executes an amendment to its Service Agreement, within five (5) business days of receipt of such amended Service Agreement, reflecting the terms matched.

A Shipper with an expiring Service Agreement that had a primary term greater than one year at the Maximum Rate is not required to match a rate higher than the Maximum Rate currently in effect for that Transportation Path in order to retain its contracted capacity.

If Shipper does not elect to continue service for all or part of Shipper's contracted Maximum Receipt Quantity in accordance with Section 5.1.4.1 paragraph 3(a) and Shipper elects to reserve its right to continue service in accordance with this subsection, Shipper must so notify Company of its election, within ten (10) business days of receiving notice from Company of Company's intent to terminate in total or in part the Service Agreement. No later than one (1) business day of receiving notice of Shipper's election under this subsection, Company will post the capacity in accordance with Section 5.1.4.2 paragraph 1. In the event that Shipper does not notify Company of an election pursuant to either Section 5.1.4.1 paragraph 3(a) or this subsection, Company shall post, without a right of first refusal, all of Shipper's capacity for Bids in accordance with Section 6.26.2(a), or;

- (c) If Company does not receive any acceptable Bid(s) for all or part of the capacity in response to a posting pursuant to Section 5.1.4.2 paragraph 1, Company shall notify Shipper in writing of the results and inform the Shipper that it may continue to receive service in accordance with its Service Agreement for any period chosen by the

Shipper. Company and Shipper shall have five (5) business days to mutually agree to acceptable terms and execute a Service Agreement to continue all or part of Shipper's Service Agreement. The Company is under no obligation to provide service at less than the Maximum Rate under this Rate Schedule. If Company and Shipper do not execute a Service Agreement by the close of the five (5) business day period, Company shall post, on its Internet web site on the following business day, the capacity as available capacity without a right of first refusal, in accordance with Section 6.26.2(a).

- (d) Upon completion of the applicable processes as described above in this subsection and in Section 5.1.4.2 and if such processes do not result in a mutually agreed upon amendment to Shipper's currently effective Service Agreement, Shipper's right of first refusal under the Service Agreement will have expired.

5.1.4.2 Posting/Bid Procedures.

1. Posting of Available Capacity.

Company shall post for twenty days a notice of available firm capacity. The posting shall specify the Maximum Receipt Quantity, the Point(s) of Receipt and Delivery, Bid evaluation method, and deadline for resolution of Bid contingency as set forth in Section 5.1.4.2 paragraph 2(c). The posting shall state that the capacity is subject to the right of first refusal and if Company will consider Negotiated Rate Bids pursuant to Section 6.37.3 paragraph 1 of the General Terms and Conditions.

2. Bid Procedures.

- (a) Within one business day of receipt of a Bid by Company for the posted firm capacity, Company will post the Bid. The identity of the bidder shall be kept confidential. Company shall not be obligated to accept Bids at less than the applicable Maximum Reservation Rate.
- (b) Any Person desiring to submit a Bid for firm capacity in accordance with this section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall be accepted up to the level of credit worthiness established pursuant to Section 6.40 of the General Terms and Conditions of Company's FERC Gas Tariff.
- (c) The Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). The Bid must specify the contingency, including the timing of when the results of the other pipeline(s) evaluation and allocation process will be completed. In those instances where such a contingent Bid(s) is determined to be the Best Bid, the allocation of capacity may be delayed, without undue discrimination, pending satisfaction of the contingency. If such contingency has not been resolved by no later than 10 business days after Bid Closing Date, then such contingent Bid is deemed void.
- (d) If a Bid is received which contains conditions, other than those allowed in Section 5.1.4.2 paragraph 2(c), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.
- (e) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

3. Selection of Best Bid.

- (a) For purposes of determining the Best Bid(s), Company will use Method A as detailed in Section 6.27.6 paragraph 1(a) and, if applicable for Negotiated Rate bids, Section 6.37.3 of the General Terms and Conditions. (Where competing Bids at less than the Maximum Rate are received, Shipper need not match the Bid unless the less than Maximum Rate Bid is accepted by Company.)
- (b) Company will evaluate Bids received within one business day of the Bid Closing Date except as noted in Section 5.1.4.2 paragraph 2(c).
- (c) Company shall notify Shipper in writing within one (1) day after the Bid Close Date of the Best Bid(s) or if no acceptable Bids were received.
- (d) In order for a Shipper to retain its capacity, Shipper shall notify Company in writing within ten (10) business days of notification in Section 5.1.4.2 paragraph 3(c) that Shipper elects to match the contract term(s) and rate(s) contained in the Best Bid(s) for all or a percentage of the Maximum Receipt Quantity. If the Best Bid(s) contains a Negotiated Rate, Shipper may retain all or a portion of its Maximum Receipt Quantity in accordance with this subsection (d) by choosing one of the options for rate pursuant to Section 6.37.2 paragraph 3 of the General Terms and Conditions.
- (e) In the event there is capacity remaining after Shipper's election in Section 5.1.4.2 paragraph 3(d), each Person submitting a Best Bid will be notified of its awarded capacity within one business day following receipt of Shipper's notice to Company except as noted in Section 5.1.4.2 paragraph 2(c).
- (f) In the event there is capacity remaining after Shipper's election in Section 5.1.4.2 paragraph 3(d) and there is more than one Best Bid, the firm capacity shall be allocated in the sequence in which the Best Bid(s) are drawn one at a time at random from a bowl in which each of the Best Bid(s) has been placed individually. Best Bid(s) will continue to be drawn until all the firm capacity has been allocated. The drawing will be conducted by a separate impartial entity not affiliated with Company and will be completed within two business days of the Bid Closing Date.
- (g) The Best Bid(s), including the identity of the bidder(s), will be posted on Company's Internet web site within one (1) business day of award.



5.1.4.3 Avoidance of Right of First Refusal.

Shipper can extend the term of its Service Agreement at anytime and not be subject to the right of first refusal process outlined above if prior to the receipt of notice from Company to Shipper of the termination of Shipper's Service Agreement: (1) Shipper agrees to amend the term of its Service Agreement to a term of five or more years at the Maximum Rate from the effective date of the amendment, or (2) Shipper and Company mutually agree to amend the terms of the existing Service Agreement which shall include an extension of the term beyond the termination date of the existing Service Agreement; and (3) the Shipper remains eligible in accordance with Rate Schedule T-1 and an amended Service Agreement is executed prior to receipt of such notice. Company will mutually agree to a contract extension term under this subsection on a not unduly discriminatory basis. However, a Service Agreement containing a right of first refusal applicable to off-system service contracted pursuant to Section 6.38 of the General Terms and Conditions of this Tariff, may not be extended beyond the term of Company's agreement with a third-party for such off-system service.

5.1.4.4 Termination.

If a Service Agreement is not continued in accordance with Sections 5.1.4.1 and 5.1.4.3 above, such Service Agreement shall terminate under the terms of the Service Agreement.

#### 5.1.5 HEAT CONTENT

Refer to Section 6.5 of the General Terms and Conditions.

#### 5.1.6 MEASUREMENT BASE

Refer to Section 6.4 of the General Terms and Conditions.

## 5.1.7 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this Rate Schedule.

#### 5.1.8 COMPANY USE GAS

Shipper shall provide estimated Company Use Gas as set forth in Section 6.13 paragraph 2 of the General Terms and Conditions.

RATE SCHEDULE FCS-DP  
FIRM COMPRESSION SERVICE - DES PLAINES

### 5.2.1 AVAILABILITY

This Rate Schedule is available for the compression of natural gas on a firm basis at the Des Plaines Compressor Station for any Shipper:

- (a) To the extent that Company determines that firm capacity is or will become available for firm compression service at the Des Plaines Compressor Station; and
- (b) Who requests firm compression service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (c) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (d) Who has executed a Firm Compression Service Agreement under Rate Schedule FCS-DP.



## 5.2.2 APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to the firm compression of natural gas. The receipt point for service is the inlet of the Des Plaines Compressor Station (DP Receipt Point) located in Will County, Illinois and the delivery point is the outlet of such station where deliveries are made into mainline facilities of Company (DP Transfer Point). The DP Receipt Point under this Rate Schedule is not available as a Point of Receipt or a Point of Delivery under any of Company's other transportation rate schedules. No other receipt and delivery points are available for service under this Rate Schedule.
2. The service provided hereunder involves compression only. No other service is provided under this Rate Schedule.
3. Subject to the applicable provisions of this Tariff, Company shall provide compression service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule FCS-DP Service Agreement. Quantities of gas Shipper desires to compress in excess of Shipper's Maximum Receipt Quantity herein shall be nominated, scheduled, and delivered on an interruptible basis pursuant to Rate Schedule ICS-DP.
4. Shipper may release, in whole or in part, its capacity in accordance with Section 6.27 of the General Terms and Conditions of this Tariff. A release pursuant to Section 6.27.1 paragraph 2 of the General Terms and Conditions shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligation under its Firm Compression Service Agreement or this Rate Schedule. For releases and re-releases for service in accordance with this Rate Schedule and Section 6.27.1 paragraph 2, Company shall credit in accordance with Section 6.6 of the General Terms and Conditions the reservation charge revenue received from a Shipper under this Rate Schedule directly to the Releasing Shipper whose capacity has been released on a firm basis and matched with such Shipper.
5. Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.
6. Service under this Rate Schedule is subject to Section 5.1.4 under Rate Schedule T-1 of Company's FERC Gas Tariff.

### 5.2.3 RATES

1. The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the charges listed below:

Reservation Charge - The reservation rate for Rate Schedule FCS-DP multiplied by Shipper's Maximum Receipt Quantity multiplied by the applicable number of days within such Production Month that such firm service is in effect, all as set forth in Exhibit A of the Rate Schedule FCS-DP Service Agreement.

Commodity Charge - The applicable commodity rate for Rate Schedule FCS-DP multiplied by the quantity of gas received by Company under Rate Schedule FCS-DP for Shipper in such Production Month.

2. Company shall charge the Maximum Commodity Rate and Maximum Reservation Charge set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for compression service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate and Maximum Reservation Charge; provided, however, that the total amount charged may not be less than the Maximum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.
3. Notwithstanding the foregoing provisions of this Section 5.2.3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 6.37 of the General Terms and Conditions.
4. Effective on the Billing Commencement Date, Shipper shall be obligated to pay to Company its respective monthly billing invoices, in accordance with Section 5.2.3 paragraph 1 of this Rate Schedule and in accordance with Section 6.6 of the General Terms and Conditions of this Tariff.
5. Remedies for Failure to Pay Bills.

Subject to the notice terms of Section 6.6.3(b) of the General Terms and Conditions, Company may, after it files and receives any necessary regulatory authorization, terminate Shipper's Service Agreement under this Rate Schedule.

#### 5.2.4 DES PLAINES COMPRESSOR FUEL GAS

Shipper shall furnish the Des Plaines Compressor Fuel Gas Percentage, as specified in the Statement of Rates for this Rate Schedule, which shall be applied to Shipper's total scheduled quantity at the receipt point under this Rate Schedule on any given Gas Day.

The term "Des Plaines Compressor Fuel Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations of the Des Plaines Compressor Station during such period, as determined by Company.

The term "Des Plaines Compressor Fuel Gas Percentage" is the fuel percentage applied to the scheduled receipt nominations received at DP Receipt Point for the Des Plaines Compressor Fuel Gas.

## 5.2.5 TERMINATION

If a Service Agreement under this Rate Schedule is not continued in accordance with Section 5.1.4 of Rate Schedule T-1, such Service Agreement shall terminate under the terms of the Rate Schedule FCS-DP Service Agreement.

## 5.2.6 INCORPORATION BY REFERENCE

Section 5.1.4 of Rate Schedule T-1 is incorporated by reference. For the purposes of this Rate Schedule only, the references in Section 5.1.4 to "Rate Schedule T-1" or "Service Agreement" and "U.S. Shipper Service Agreement" shall be interpreted as "Rate Schedule FCS-DP" and "Rate Schedule FCS-DP Service Agreement".

## 5.2.7 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded in this Rate Schedule.

Since this Rate Schedule provides firm compression service from a single receipt point to a single delivery point, Sections 6.13 and 6.17 of the General Terms and Conditions are not applicable. Additionally, Sections 6.16 and 6.44 are not applicable to this Rate Schedule.

RATE SCHEDULE ICS-DP  
INTERRUPTIBLE COMPRESSION SERVICE - DES PLAINES

### 5.3.1 AVAILABILITY

This Rate Schedule is available for the compression of natural gas on an interruptible basis at the Des Plaines Compressor Station for any Shipper:

- (a) Who requests interruptible compression service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (b) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (c) Who has executed an Interruptible Compression Agreement under Rate Schedule ICS-DP.



### 5.3.2 APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to the interruptible compression of natural gas. The receipt point for service is the inlet of the Des Plaines Compressor Station (DP Receipt Point) located in Will County, Illinois and the delivery point is the outlet of such station where deliveries are made into mainline facilities of Company (DP Transfer Point). The DP Receipt Point under this Rate Schedule is not available as a Point of Receipt or a Point of Delivery under any of Company's other transportation rate schedules. No other receipt and delivery points are available for service under this Rate Schedule.
2. The service provided hereunder involves compression only. No other service is provided under this Rate Schedule.
3. Subject to the applicable provisions of this Tariff, Company shall provide compression service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule ICS-DP Agreement subject to availability of capacity sufficient to provide the service.
4. Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.

### 5.3.3 RATES

1. The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the following charge listed below:

Commodity Charge - The applicable commodity rate for Rate Schedule ICS-DP multiplied by the quantity of gas received by Company under Rate Schedule ICS-DP for Shipper in such Production Month.

2. Company shall charge the Maximum Commodity Rate set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for compression service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate; provided, however, that the total amount charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.
3. Notwithstanding the foregoing provisions of this Section 5.3.3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 6.37 of the General Terms and Conditions.

#### 5.3.4 DES PLAINES COMPRESSOR FUEL GAS

Shipper shall furnish the Des Plaines Compressor Fuel Gas Percentage, as specified in the Statement of Rates for this Rate Schedule, which shall be applied to Shipper's total scheduled quantity at the receipt point under this Rate Schedule on any given Gas Day.

The term "Des Plaines Compressor Fuel Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations of the Des Plaines Compressor Station during such period, as determined by Company.

The term "Des Plaines Compressor Fuel Gas Percentage" is the fuel percentage applied to the scheduled receipt nominations received at DP Receipt Point for the Des Plaines Compressor Fuel Gas.

### 5.3.5 TERMINATION

A Rate Schedule ICS-DP Agreement shall terminate under the terms of such service agreement.

### 5.3.6 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded in this Rate Schedule.

Since this Rate Schedule provides interruptible compression service from a single receipt point to a single delivery point, Sections 6.13, 6.17, and 6.27 of the General Terms and Conditions are not applicable. Additionally, Sections 6.16 and 6.44 are not applicable to this Rate Schedule.

RATE SCHEDULE IT-1  
INTERRUPTIBLE TRANSPORTATION SERVICE

#### 5.4.1 AVAILABILITY

1. This Rate Schedule is available to any Person (hereinafter called Shipper) who requests transportation service pursuant to Part 157 or Subparts B or G of Part 284 of the FERC's Regulations and who has executed an IT-1 Transportation Agreement with Company for transportation service under this Rate Schedule.
2. Company shall not be required to execute an IT-1 Transportation Agreement under this Rate Schedule prior to determining the credit worthiness of Shipper and shall not be required to perform service under this Rate Schedule on behalf of any Shipper who fails to demonstrate credit worthiness or to furnish sufficient security as provided in Section 6.40 of the General Terms and Conditions.

#### 5.4.2 APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to the interruptible Forwardhaul and Backhaul transportation of natural gas up to the Total Interruptible Receipt Quantity set forth in Exhibit A to a Shipper's executed IT-1 Transportation Agreement subject to the availability of capacity sufficient to provide service.



### 5.4.3 RATES AND PAYMENT

#### 1. Rates.

The applicable rates for service under this rate schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the charges listed below:

Commodity Charge - The daily commodity rate under Rate Schedule IT-1 multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule IT-1 for Shipper in such Production Month.

Other Rates and Charges:

Annual Charge Adjustment - The Annual Charge Adjustment is defined and computed in accordance with Section 6.16 paragraph 1 of the General Terms and Conditions.

Electric Compressor Surcharge - The Electric Compressor Surcharge is defined and computed in accordance with Section 6.44.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

Company Use Gas Adjustment – The Company Use Gas Adjustment is defined and computed in accordance with Section 6.44.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 6.38 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(ies) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

#### 2. Discounted Rates.

Company shall charge the applicable Maximum Commodity Rate set forth on the Statement of Rates unless Company, from time to time and at any time at its

discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate; provided, however, that such commodity rate charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff plus the effective Annual Charge Adjustment, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment.

3. Negotiated Rates.

Notwithstanding the foregoing provisions of this Section 5.4.3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 6.37 of the General Terms and Conditions. The ACA surcharge, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment pursuant to Section 5.4.3 paragraph 1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

4. Billing and Payment.

Billing and payment under this Rate Schedule shall be in accordance with Section 6.6 of the General Terms and Conditions.

#### 5.4.4 PRIORITY OF TRANSPORTATION SERVICE

Transportation service provided under this Rate Schedule by Company shall be in accordance with the nominations/confirmations/scheduling/interruption of service provisions of Section 6.10 of the General Terms and Conditions.

#### 5.4.5 NEW FACILITIES CHARGE

When new and/or expanded facilities, as provided for under Part 157, Subpart F of the FERC's Regulations, are required to accommodate receipt and/or delivery of gas in order to render service pursuant to this Rate Schedule, Company shall have the right to review the design and construction of such facilities, assure that the quality of gas delivered to the pipeline meets the standards as set forth in Section 6.5 of the General Terms and Conditions and determine that the service provided hereunder would not detrimentally affect the operation of Company's pipeline system. Shipper shall pay all costs, including any filing fees, associated with such facilities.

#### 5.4.6 COMPANY USE GAS

Shipper shall provide estimated Company Use Gas in the manner set forth in Section 6.13 paragraph 2 of the General Terms and Conditions.

5.4.7 MINIMUM BILL

None.

#### 5.4.8 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Second Revised Volume No. 1 are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof.

RATE SCHEDULE T-1B  
FIRM BACKHAUL SERVICE



### 5.5.1 AVAILABILITY

#### 1. Availability of Service.

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm Backhaul basis after the satisfaction of the credit worthiness provisions under Section 6.40 of the General Terms and Conditions and the execution of a T-1B Service Agreement with Company under this Rate Schedule.

#### 2. Limitation on Availability of Service.

##### (a) Existing Facilities.

Company shall not be required to provide service under this Rate Schedule that would require Company to construct or acquire any new facilities.

##### (b) Prerequisite to Forwardhaul Service.

Forwardhaul transportation service in which the nominated Point of Receipt milepost on Company's system is less than the corresponding nominated Point of Delivery milepost, shall be permitted under Rate Schedule T-1B on a secondary basis to the extent Company has capacity available.

##### (c) Prerequisite to Backhaul Service.

Backhaul transportation service under Rate Schedule T-1B shall only be available to the extent that firm service Forwardhaul volumes are received into Company's system on the same Gas Day upstream of or at the nominated Point of Delivery and are required to be delivered out of Company's system downstream of or at the designated Point of Receipt such that the firm Backhaul service can be provided. Backhaul transportation service under Rate Schedule T-1B shall only be available to the extent that the volumes transported do not exceed the physical capacity at such Points of Receipt and Delivery.

The use of a physical Point of Receipt as a nominated Point of Delivery and a physical Point of Delivery as a nominated Point of Receipt is permitted under this Rate Schedule. However, Company provides no guarantee that it will be able to confirm and schedule nominations under a T-1B Agreement that requests the receipt and/or delivery of gas by displacement.

## 5.5.2 APPLICABILITY AND CHARACTER OF SERVICE

### 1. Applicability.

This Rate Schedule shall apply to firm Backhaul transportation service after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's T-1B Transportation Agreement, other than service specifically provided for in another Rate Schedule. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Backhaul Service Agreement.

### 2. Excess Receipts.

Shipper may not nominate transportation in excess of Shipper's Maximum Receipt Quantity; however if quantities of gas are transported in excess of Shipper's Maximum Receipt Quantity as specified in Shipper's T-1B Transportation Agreement, such shall be scheduled, received, and delivered on an interruptible basis. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1.

### 3. Character of Service.

#### (a) Point Flexibility.

Any Shippers under this Rate Schedule that receive service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 6.17 of the General Terms and Conditions.

#### (b) Primary and Secondary Points.

Service at the primary and secondary Point(s) of Receipt and Point(s) of Delivery shall be provided on a firm basis subject to service provisions of Section 5.5.1 paragraphs 2(b) and (c) herein and Sections 6.10 and 6.17 of the General Terms and Conditions.

#### (c) Release of Capacity.

Shipper may release, in whole or in part, its capacity in accordance with Section 6.27 of the General Terms and Conditions. If the release is a temporary release,

such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

### 5.5.3 RATES

#### 5.5.3.1 Rates and Charges.

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the applicable charges listed below:

##### Reservation Charge:

The applicable daily reservation rate under Rate Schedule T-1B multiplied by the Shipper's Daily Contract Dekatherm-miles multiplied by the applicable number of days in such Production Month.

For any Rate Schedule T-1B Service Agreement with a primary term of at least twelve (12) consecutive months, the Maximum Daily Reservation Rate on Exhibit A of such Service Agreement shall be equal to the applicable Long-Term Maximum Daily Reservation Rate set forth on the Statement of Rates.

For any Rate Schedule T-1B Service Agreement with a Billing Commencement Date subsequent to December 31, 2006 and a primary term of at least one Gas Day and up to 364 consecutive Gas Days, or up to 365 consecutive Gas Days during a Leap Year, the Maximum Daily Reservation Rate(s) per Exhibit A of such Service Agreement shall be equal to the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement..

Commodity Charge - The daily commodity rate under Rate Schedule T-1B multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule T-1B for Shipper in such Production Month.

##### Other Rates and Charges:

Annual Charge Adjustment (ACA Charge) - The FERC Annual Charge is charged as defined and computed in accordance with Section 6.16 paragraph 1 of the General Terms and Conditions.

Out-of-Transportation Path Charge - The applicable charge for a Shipper utilizing Points of Receipt and/or Delivery outside of Shipper's Transportation Path under Rate Schedule T-1B shall be the corresponding Seasonal Maximum Commodity Rate for incremental transportation pursuant to Rate Schedule IT-1 for the calendar month in which such service is rendered, unless Company and Shipper mutually agree to another rate, for the portion of a scheduled nomination that is outside of a Shipper's Transportation Path.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 6.38 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(ies) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

Electric Compressor Surcharge - The Electric Compressor Surcharge is defined and computed in accordance with Section 6.44.1 of the General Terms and Conditions of Company's FERC Gas Tariff and only shall be applicable if secondary points are utilized which reverse the directional flow of Shipper's contractual firm backhaul service to a Forwardhaul service.

Company Use Gas Adjustment - The Company Use Gas Adjustment is defined and computed in accordance with Section 6.44.2 of the General Terms and Conditions of Company's FERC Gas Tariff and only shall be applicable if secondary points are utilized which reverse the directional flow of Shipper's contractual firm backhaul service to a Forwardhaul service.

5.5.3.2 Discounted Rates.

Company shall charge the applicable Maximum Reservation Rate and applicable Maximum Commodity Rate set forth on the Statement of Rates applicable to service hereunder unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than the Maximum Rate hereunder; provided, however, that the total amount charged may not be less than the applicable Maximum Commodity Rate(s) set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff, plus the effective Annual Charge Adjustment, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment.

In the event secondary points are utilized which impact the directional flow of a discounted transaction, such discount shall not be applicable to such secondary points and utilization of such secondary points shall be billed the applicable Maximum Commodity Rate under Rate Schedule IT-1 set forth on the currently effective Statement of Rates.

5.5.3.3 Negotiated Rates.

Notwithstanding the foregoing provisions of this Section 5.5.3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 6.37 of the General Terms and Conditions. The ACA surcharge, the Electric Compressor Surcharge and the monthly Company Use Gas Adjustment pursuant to Section 5.5.3.1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.



5.5.3.4 Shipper's Obligation to Pay.

All Shippers whose Billing Commencement Dates have occurred shall be obligated to pay to Company in respect of each Production Month their respective monthly billing invoices determined in accordance with Section 5.5.3 herein and Section 6.27 of the General Terms and Conditions for each Production Month and billed to Shipper in accordance with Section 6.6 of the General Terms and Conditions.

#### 5.5.4 TERMINATION

A T-1B Service Agreement shall terminate under the terms of the T-1B Service Agreement.

#### 5.5.5 INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule T-1 are incorporated herein: 5.1.4, 5.1.5, 5.1.6

## 5.5.6 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this Rate Schedule except as provisions therein are referenced to specific Rate Schedules.

Northern Border Pipeline Company  
FERC Gas Tariff  
Second Revised Volume No. 1

PART 5.6  
5.6 - Rate Schedules  
Park and Loan Service - Rate Schedule PAL  
v.1.0.0 Superseding v.0.0.0

RATE SCHEDULE PAL  
PARK AND LOAN SERVICE

Issued: December 13, 2010  
Effective: July 28, 2010

Docket No. RP10-1004-001  
Accepted: August 16, 2011

## 5.6.1 AVAILABILITY

### 1. Availability of Service.

This Rate Schedule is available to any Person (hereinafter referred to as "Buyer") who receives interruptible Park and Loan Service (PAL) from Company and has executed a PAL Agreement under this Rate Schedule. Company shall provide PAL Service on a non-discriminatory basis: (1) subject to Company's flexibility to provide such service and (2) at the sole discretion of Company.

### 2. Limits on Service.

#### (a) Existing Facilities.

Company shall not be required to provide service under this Rate Schedule that would require Company to construct or acquire any new facilities.

#### (b) Existing Services.

Company shall not be required to provide service under this Rate Schedule if such service would prevent Company from providing any other firm or interruptible service.

#### (c) Credit Worthiness.

Company shall not be required to execute a PAL Agreement under this Rate Schedule prior to determining the credit worthiness of Buyer. Furthermore, Company shall not be required to perform service under this Rate Schedule on behalf of any Buyer who fails to demonstrate credit worthiness according to Section 6.40 of the General Terms and Conditions.

### 3. Use of Third Party Storage Services.

Company may contract for storage services offered by third party service providers for use in providing PAL service.

## 5.6.2 APPLICABILITY AND CHARACTER OF SERVICE

5.6.2.1 Applicability of Service.

This Rate Schedule shall apply to all parking and lending services offered by Company for Buyer.



5.6.2.2 Character of Service.

Service under this Rate Schedule shall be provided for Parking and/or Lending service(s).

(1) Parking Service is an interruptible service that provides for:

- (a) The receipt by Company of gas quantities that have been delivered by Buyer at a Parking Point(s);
- (b) Company holding the parked gas quantities; and
- (c) The subsequent return of parked gas quantities to the Buyer at such Parking Point(s), or a mutually agreeable alternative Parking Point(s), subject to Section 5.6.4 paragraph 2 of this Rate Schedule.

(2) Lending Service is an interruptible service that provides for:

- (a) The receipt of gas quantities by Buyer from Company at a Lending Point(s),
- (b) The subsequent return of the loaned gas quantities to the Company at such Lending Point(s), or a mutually agreeable alternative Lending Point(s), subject to Section 5.6.4 paragraph 2 of this Rate Schedule.

Company shall attempt to park and/or lend a quantity of gas to Buyer up to the Maximum PAL Quantity stated in dekatherms as specified in the effective PAL Agreement. Company and Buyer may agree to a schedule of the quantities to be parked or loaned, as set forth in the PAL Agreement.

5.6.2.3 Park and Loan (PAL) Service Options.

(1) Buyer Nominated Parking/Lending (NPL).

Buyer Nominated Parking/Lending (NPL) is a service option that allows a Buyer to nominate and link supplemental PAL service to nominated transportation service on Company's system in each of the supported nomination and scheduling cycles.

(2) Buyer Requested Term Parking/Lending (RPL).

Buyer Requested Term Parking/Lending (RPL) is a service option that allows a Buyer to request parking and/or lending service from Company for a mutually agreed upon term.

Requests for RPL service shall be considered if Buyer has completed and submitted a proposed Exhibit A of an effective PAL Agreement reflecting the selection of RPL service for a specific time period.

If Company accepts Buyer's request for RPL service, Company shall execute Buyer's proposed Exhibit A to an effective PAL Agreement.

(3) Company Offered Parking/Lending (OPL).

Company Offered Parking/Lending (OPL) is a service option that allows Company to offer parking and/or lending service to potential Buyers for a mutually agreed upon term.

Company shall post all OPL offers, detailing the specific terms and conditions of each OPL offer.

Bids for OPL service shall be considered only if Company has received from Buyer a proposal for service under this Rate Schedule.

For the purposes of determining the Best Bid(s) for a posted Company Offered Parking/Lending Service, Company will award service on basis of highest rate bid. In the event there is more than one Best Bid, Company will allocate service on a pro-rata basis.

Company and Buyer shall execute Exhibit A to an effective PAL Agreement(s) for the winning bid(s).

In the event that the receipt and delivery points differ under a specific OPL transaction, then a separately stated amount for transportation shall be

included in the bid. Such transportation amount shall not be priced at less than the Minimum Commodity Rate pursuant to Rate Schedule IT-1 on a dekatherm basis.

(4) Buyer Authorized Automatic Parking/Lending (APL).

Buyer Authorized Automatic Parking/Lending (APL) is a service option that allows a Buyer to pre-authorize Company to nominate, on the Buyer's behalf, parking and/or lending service within a supported nomination cycle in attempt to minimize the Buyer's Stranded Allocated Capacity in such cycle.

To initiate on a prospective basis, a Buyer must complete and submit to Company a proposed Exhibit A to an effective PAL Agreement.

Buyer retains the right to prospectively adjust scheduled parking and/or lending activity nominated via APL in subsequent nomination cycles.

(5) Buyer Authorized Automatic Term Parking/Lending (ATPL).

Buyer Authorized Automatic Parking/Lending (ATPL) is a service option that allows Buyer to pre-authorize Company to nominate, on the Buyer's behalf, parking and/or lending service at a designated Parking or Lending Point within a supported nomination cycle for a mutually agreed upon term.

A Maximum Cumulative Tolerance Level shall be established under ATPL which shall be equivalent to the maximum cumulative quantity of natural gas that Buyer is pre-authorized, subject to availability, to park or loan at a designated Parking or Lending Point during the term of the applicable ATPL service, as set forth on Exhibit A to the PAL Agreement.

To initiate on a prospective basis, a Buyer must complete and submit to Company a proposed Exhibit A to an effective PAL Agreement.

Buyer retains the right to prospectively adjust scheduled parking and/or lending activity nominated via ATPL in subsequent nomination cycles.

6. For all options listed in Section 5.6.2.3 paragraphs 1 through 5 above, service under this Rate Schedule shall be subject to confirmation by Company prior to being scheduled.

5.6.2.4 Term of Service.

Service under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term set forth in the effective PAL Agreement between Buyer and Company.

In the event parked quantities remain in Company's system and/or loaned quantities have not been returned to Company's system by the expiration of a PAL Agreement, Company and Buyer may mutually agree to an extended time frame and/or modified terms, including the rate, of such PAL Agreement, to permit Buyer to return such quantities to Company or to permit Company to return such quantities to Buyer.

5.6.2.5 Nominations for Service.

Buyer shall nominate PAL Services under this Rate Schedule in accordance with the nomination deadlines set forth in Section 6.10.2 of the General Terms and Conditions, except as provided for service under Section 5.6.2.3 paragraphs 4 and 5 herein.

5.6.2.6 Confirmation and Scheduling of Service.

Service under this Rate Schedule shall be confirmed and scheduled, after all Shippers' firm and interruptible transportation services offered by Company are confirmed and scheduled. The ATPL service shall be confirmed and scheduled before all other PAL service options hereunder. The NPL, RPL, OPL and APL services shall be confirmed and scheduled on the basis of the Buyer paying the highest rate commitment at a Parking Point or Lending Point. Ties will be confirmed and scheduled on a pro rata basis.

Existing quantities of gas parked or loaned by Company cannot be bumped by new requests for parking and/or lending service.

### 5.6.3 RATE AND PAYMENT

#### 1. Maximum and Minimum Rates.

The daily Maximum and Minimum Rates for service under this Rate Schedule are listed on the Statement of Rates of Company's FERC Gas Tariff.

Buyer shall pay the daily Maximum Rate for service under this Rate Schedule unless a lower daily rate has been requested by Buyer and approved by Company. Company is not obligated to accept a rate for services rendered hereunder at less than the Maximum Rate.

The charge to be invoiced monthly pursuant to Section 6.6.2 of the General Terms and Conditions for service under this Rate Schedule shall be as follows:

- (a) for service under NPL and APL, the applicable daily PAL commodity rate multiplied by the quantity of gas parked or loaned for each separate transaction of Buyer multiplied by the number of days within such month that the quantity of gas is parked or loaned;
- (b) for service under RPL and OPL, the applicable daily PAL commodity rate multiplied by the Maximum PAL Quantity multiplied by the number of days within such month that service is in effect, all as set forth in the Exhibit A of the executed PAL Agreement; and
- (c) for service under ATPL, the daily reservation charge multiplied by the Maximum PAL Quantity multiplied by the number of days within such month that a service commitment is in effect, all as set forth in the Exhibit A of the executed PAL Agreement.

#### 2. Discounted Rates.

Company may from time to time, at its sole discretion, permit Buyers under this Rate Schedule to request a daily PAL rate that is lower than the Maximum Daily PAL Rate set forth in the Statement of Rates. However, such discounted rate shall not be less than the Minimum Daily PAL Rate.

#### 3. Negotiated Rates.

Notwithstanding the foregoing provisions of this Section 5.6.3, Company and Buyer may mutually agree to Negotiated Rates for service specifically identified and for a term reflected on an Exhibit A to an effective PAL Agreement as provided for in Section 6.37 of the General Terms and Conditions.

#### 5.6.4 RATE SCHEDULE PAL POINTS OF SERVICE

1. Listing of Available Parking and Lending Points.

Company shall post the name and location of all Parking Points and Lending Points of service.

To fully support segmentation of transportation capacity, a Parking Point and Lending Point shall be associated with an existing physical point of service on Company's system.

2. Addition or Deletion of Points of Service.

Company may post from time to time additions or deletions to the list of available points of service. If Company terminates a point of service where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Company, such point(s) of service shall remain available for the limited purpose of completing such outstanding transactions unless Buyer and Company mutually agree to utilize a different Parking Point or Lending Point.

3. Use of DRN Numbers.

In order to facilitate PAL service under this Rate Schedule, Parking Points and Lending Points shall be assigned nominatable DRN numbers. Such DRN numbers shall be posted.



## 5.6.5 NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

1. For purposes of restricting PAL services, Company shall assign priority within the nomination class in the following order:
  - (a) Pro rata allocation of service within the ATPL nomination class based on Buyer's Maximum PAL Quantity.
  - (b) Buyer with the highest PAL rate commitment within the combined NPL, RPL, OPL and APL nomination class shall receive a higher priority than those Buyers with a lower PAL rate commitment. Pro rata allocation of service within this combined nomination class for two or more Buyers at an equal rate commitment, if necessary, will be based on the validated nominated quantity.

Buyers willing to pay more than the Maximum Rate listed on the Statement of Rates of this tariff will be considered to be paying the Maximum Commodity Rate.

2. Buyer may be required, upon notification from Company, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan service. Further, Buyer may be required, upon notification from Company, to remove quantities of gas previously provided to Company under the Park service, or return quantities of gas previously loaned to Buyer under the Loan service. Such notification shall be by facsimile or confirmed delivery e-mail.
3. Should Company notify Buyer to remove or return quantities of gas pursuant to Section 5.6.5 paragraph 2, Company's notification shall specify the time frame within which Park service quantities shall be removed, and/or Loan service quantities shall be returned. Such notifications shall be consistent with Company's operating conditions, but in no event shall the specified time frame be less than three (3) business days from the date of Company's notification unless Company and Buyer mutually agree to a different time frame. The obligation of Buyer to comply with the issued notification shall be monitored until such time as Company is able to recommence the Park and/or Loan services.
4. In the event Buyer makes a timely nomination in response to a notification by Company pursuant to Section 5.6.5 paragraph 2, the obligation of Buyer to comply with that notification shall be suspended until such time as Company's operational conditions allow Company to schedule the nomination.

## 5.6.6 FAILURE BY BUYER TO RESPOND

5.6.6.1 Park Service.

- (a) In the event any of the following occurs, parked quantities shall become the property of Company at no cost to Company, free and clear of any adverse claims:
  - (i) Company's prevailing operations require Company to notify Buyer that receipts of parked quantities must be suspended or be reduced, and Buyer fails to comply with such notification; and/or
  - (ii) Company's prevailing operations require Company to notify Buyer that all or part of Buyer's parked quantities must be removed, and Buyer fails to comply within the specified time frame; and/or
  - (iii) Subject to Section 5.6.2.4 herein, the PAL account reflects a balance at the termination date of the associated Exhibit A to an executed PAL Agreement.
- (b) If, pursuant to Section 5.6.6.1(a)(i), Company notifies Buyer that receipts of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of Company at no cost to Company, free and clear of any adverse claims.
- (c) No penalty will be assessed, pursuant to this subsection, on a remaining balance if the Buyer-submitted nominations related to that balance to clear the PAL transaction cannot be scheduled by the Company, through no fault of the Buyer.

5.6.6.2 Loan Service.

- (a) In the event any of the following occurs, loaned quantities shall be sold to Buyer at 150% of the highest weekly average of the daily Midpoint Chicago LDC Citygate prices as reported in Gas Daily during the term of the agreed upon transaction as set forth in the associated Exhibit A to a PAL Agreement:
  - (i) Company's prevailing operations require Company to notify Buyer that deliveries of Buyer's loaned quantities must be suspended or be reduced, and Buyer fails to comply with such notification; and/or
  - (ii) Company's prevailing operations require Company to notify Buyer that all or part of Buyer's loaned quantities must be returned to Company, and Buyer fails to comply within the specified time frame; and/or
  - (iii) Subject to Section 5.6.2.4 herein, the PAL account reflects a balance at the termination date of the associated Exhibit A to an executed PAL Agreement.
- (b) If, pursuant to Section 5.6.6.2(a)(i), Company notifies Buyer that deliveries of Buyer's loaned quantities must be suspended or be reduced, only those quantities loaned in violation of the notification shall be sold to Buyer at 150% of the actual price.
- (c) Proceeds resulting from Section 5.6.6.2(a)(i), (ii), and (iii), net of costs, shall be credited to all Shippers except for the offending Shipper. Net penalty revenue will be credited to Shippers in the Billing Month corresponding to the Production Month in which the penalty was incurred. Such credit shall be allocated on the basis of the Dekatherm-miles transported for the Production Month in which the penalty occurred excluding the Dekatherm-miles of the offending Shipper(s). The credit shall be revenue net of actual costs.
- (d) No penalty will be assessed, pursuant to this subsection, on a remaining balance if the Buyer-submitted nominations related to that balance to clear the PAL transaction cannot be scheduled by the Company, through no fault of the Buyer.

#### 5.6.7 OTHER CONDITIONS OF SERVICE

Company shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

#### 5.6.8 RESERVATION CHARGE CREDITS

For ATPL service, in the event that on any day Company fails to park/lend all of Buyer's quantities scheduled for such day, due to Company's allocation and curtailment of such service, then Company shall credit to Buyer an amount equal to the applicable reservation charge as specified on Exhibit A of the PAL Agreement multiplied by the quantity of gas which was scheduled but not provided due to Company's allocation and curtailment of service.

## 5.6.9 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Second Revised Volume No. 1 are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof.

Northern Border Pipeline Company  
FERC Gas Tariff  
Second Revised Volume No. 1

PART 5.7  
5.7 - Rate Schedules  
Third Party Balancing Service - Rate Schedule TPB  
v.1.0.0 Superseding v.0.0.0

RATE SCHEDULE TPB  
THIRD PARTY BALANCING SERVICE

Issued: December 13, 2010  
Effective: July 28, 2010

Docket No. RP10-1004-001  
Accepted: August 16, 2011



## 5.7.1 AVAILABILITY

### 1. Availability of Service.

This Rate Schedule is available to any party (hereafter called "Balancing Provider") desiring Third Party Balancing Service provided that:

- (a) Balancing Provider has entered into a Third Party Balancing Service Agreement ("Agreement") in the form contained in Company's Tariff for service under this Rate Schedule.
- (b) Balancing Provider provides Company with names and methods of communicating, on a twenty-four (24) hour, three hundred sixty-five (365) day basis, with persons who are employed or retained by Balancing Provider and whom Company can contact for purposes of managing the balancing service.

### 2. Limitation on Availability Service.

Third-Party Balancing Service under Rate Schedule TPB shall be limited, on a daily basis, to the total aggregate quantity of gas scheduled by Balancing Provider at the Balanced Point on a Gas Day.

## 5.7.2 APPLICABILITY AND CHARACTER OF SERVICE

### 1. Applicability.

This Rate Schedule shall apply to Third Party Balancing Services where Company has entered into a Third Party Balancing Service Agreement with a Balancing Provider for the purpose of balancing natural gas quantities on Company's system at a Variable Load Point. Balancing Provider shall either be physically connected to Company's system or have firm contractual rights to capacity at an interconnect with Company's system. At the request and under the direction of Balancing Provider, Company will manage the Third Party Balancing Service.

### 2. Character of Service.

#### (a) Variable Load Points.

Only one Variable Load Point shall be designated under each Agreement for service hereunder. Balancing Provider shall be responsible for identifying the location of the Variable Load Point. An OBA must be executed at the Variable Load Point.

#### (b) Balanced Point.

A Balanced Point shall be created under each Agreement to facilitate this balancing service and shall be located adjacent to the farthest downstream milepost of any mutually agreed upon physical interconnection(s) which includes the Variable Load Point, as specified in Exhibit A(s) of the Agreement.

#### (c) Physical Interconnections Comprising Balanced Point.

The Balancing Provider and Company shall mutually agree to the physical interconnection(s) that will satisfy the physical flow requirements of gas under this Agreement. At least one of the physical interconnection(s) shall have flow control capability accessible to Company and shall be designated by the Balancing Provider to take swing quantities of gas in order that real time flow adjustments can be made by Company to assure that any daily operational imbalance at the Balanced Point is maintained at or near zero.

The Variable Load Point, designated physical interconnection(s) and the Balanced Point shall be treated as a single location for nomination and scheduling purposes.

(d) Predetermined Allocation Methodology.

In the event more than one Balancing Provider is providing balancing service to a Variable Load Point Customer at the same Variable Load Point, the operator of that Variable Load Point shall provide Company with a predetermined allocation method (agreed to by Variable Load Point Customer and the Balancing Providers).

(e) Operational Imbalances.

The Balancing Provider shall be responsible for managing any operational imbalance created under this Rate Schedule. Daily allocated measured quantities of natural gas at the various physical interconnection(s) comprising the Balanced Point shall be totaled with the total daily allocated measured quantity at the Variable Load Point to serve as the aggregated metered quantity for the Balanced Point for that day. The difference between the total scheduled quantity at the Balanced Point for a given day and the corresponding aggregate metered quantity shall be treated as an operational imbalance for such Gas Day.

(f) Responsibility of Balancing Provider.

Balancing Provider is responsible for ensuring it has sufficient quantities of gas scheduled at the Balanced Point at any point in time during the Gas Day on Company's system to meet the balancing requirements under the Agreement.

Company shall monitor the instantaneous flow activity at the Variable Load Point on a real time basis. If a change in such instantaneous flow does occur, Company shall notify the Balancing Provider, by phone, and shall adjust the instantaneous flow rates at the physical point(s) of interconnection that are designated to take swing quantities of gas.

(g) Company's Right to Flow Control.

If the quantity of gas available at the Balanced Point is less than the quantity of gas being delivered to the Variable Load Point, Company reserves the right under this Rate Schedule to place the Variable Load Point on flow control such that the gas available at the Balanced Point is equal to the gas being provided to the Variable Load Point Customer.

### 5.7.3 RATES AND PAYMENTS

#### 1. Rates.

The daily Maximum and Minimum Rates for services under this Rate Schedule are listed on the Statement of Rates in Company's FERC Gas Tariff.

Company may elect to provide service at a rate that is less than the Maximum Rate, but no less than the Minimum Rate applicable to this Rate Schedule. However, Company is not obligated to offer to provide service at any rate less than the Maximum Rate.

Balancing Provider shall pay Company each month the product of the applicable rate for this service multiplied by the applicable number of days in the calendar month multiplied by the Balancing Provider's Maximum Balancing Quantity ("MBQ") specified in Exhibit A(s) of the Agreement.

#### 2. Payment.

Payment under this Rate Schedule shall be in accordance with Section 6.6 of the General Terms and Conditions.

#### 5.7.4 NOMINATIONS AND SCHEDULING

Shippers delivering gas to the Balanced Point shall nominate gas consistent with the requirements of Section 6.10 of the General Terms and Conditions.

#### 5.7.5 FAILURE OF BALANCING PROVIDER TO RESPOND

When Balancing Provider fails to provide sufficient quantities of gas at the Balanced Point to effectuate balancing service pursuant to this Rate Schedule for the Variable Load Point Customer, Balancing Provider shall be deemed responsible for any resultant charges under the General Terms and Conditions including under Section 6.10.6 paragraph 3, should Company issue an Operational Flow Order.

To the extent Balancing Provider fails to maintain a daily operational imbalance quantity which is equivalent to or less than three percent (3%) of the MBQ, Company may terminate the Agreement without further notice, unless such failure is due to Company's actions. Such termination will not relieve Balancing Provider of its liabilities under this Rate Schedule or such other lawful remedies as Company may pursue.

#### 5.7.6 OTHER CONDITIONS OF SERVICE

Company shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced. Company shall not be required to provide service under this Rate Schedule that would require Company to construct or acquire any new facilities.

## 5.7.7 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Second Revised Volume No. 1 are applicable to this Rate Schedule, unless otherwise expressed in this Rate Schedule, and are incorporated herein by reference and made a part hereof.



RATE SCHEDULE FTL-1  
FIRM TRANSPORTATION LATERAL SERVICE

#### 5.8.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis on the Princeton Lateral for any Shipper:

- (a) To the extent that Company determines that firm capacity is or will become available for firm transportation service on the Princeton Lateral; and
- (b) Who requests firm transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (c) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (d) Who has executed a Rate Schedule FTL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois near Princeton, Bureau County, Illinois (Princeton).

## 5.8.2 APPLICABILITY AND CHARACTER OF SERVICE

### 1. Applicability.

This Rate Schedule shall apply to the firm transportation of natural gas on the Princeton Lateral. The Point of Receipt for service is the Kasbeer Lateral Point and the Point of Delivery is Princeton. The Kasbeer Lateral Point, Princeton, and other points on the Princeton Lateral are not available as a Point of Receipt under any of Company's other transportation rate schedules. Likewise, Princeton and other points downstream of the Kasbeer Lateral Point located on the Princeton Lateral are not available as Points of Delivery under any of Company's other transportation rate schedules.

### 2. Character of Service.

Subject to the applicable provisions of this Tariff, Company shall provide firm transportation service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule FTL-1 Service Agreement. Quantities of gas Shipper desires to transport in excess of Shipper's Maximum Receipt Quantity herein shall be nominated, scheduled, and delivered on an interruptible basis pursuant to Rate Schedule ITL-1.

### 3. Release of Capacity.

Shipper may release, in whole or in part, its capacity in accordance with Section 6.27 of the General Terms and Conditions of this Tariff. A release pursuant to Section 6.27.1 paragraph 2 of the General Terms and Conditions shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Rate Schedule FTL-1 Service Agreement or this Rate Schedule. For releases and re-releases for service in accordance with this Rate Schedule and Section 6.27.1 paragraph 2, Company shall credit in accordance with Section 6.6 of the General Terms and Conditions the reservation charge revenue received from a Shipper under this Rate Schedule directly to the Releasing Shipper whose capacity has been released on a firm basis and matched with such Shipper.

### 4. Point Flexibility.

Section 6.17 of the General Terms and Conditions is applicable to points only on the Princeton Lateral.

### 5. Facility Limitations.

Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.

6. Right of First Refusal.

Service under this Rate Schedule is subject to Section 5.1.4 under Rate Schedule T1 of this Tariff.

### 5.8.3 RATES

#### 1. Rates and Charges.

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the charges listed below:

Reservation Charge - The reservation rate for Rate Schedule FTL-1 multiplied by Shipper's Maximum Receipt Quantity multiplied by the applicable number of days within such Production Month that such firm service is in effect, all as set forth in Exhibit A of the Rate Schedule FTL-1 Service Agreement.

Commodity Charge - The applicable commodity rate for Rate Schedule FTL-1 multiplied by the quantity of gas received by Company under Rate Schedule FTL-1 for Shipper in such Production Month.

Other Rates and Charges:

The Annual Charge Adjustment is defined and computed in accordance with Section 6.16 of the General Terms and Conditions.

#### 2. Discounted Rate.

Company shall charge the Maximum Commodity Rate and Maximum Reservation Charge set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for transportation service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate and Maximum Reservation Charge; provided, however, that the total amount charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.

#### 3. Negotiated Rate.

Notwithstanding the foregoing provisions of this Section 5.8.3, Company and Shipper may mutually agree to a Negotiated Rate for service hereunder as provided in Section 6.37 of the General Terms and Conditions.

4. Shipper's Obligation to Pay.

Effective on the Billing Commencement Date, Shipper shall be obligated to pay to Company its respective monthly billing invoices, in accordance with Section 5.8.3 of this Rate Schedule and in accordance with Section 6.6 of the General Terms and Conditions of this Tariff.

5. Remedies for Failure to Pay Bills.

Subject to the notice terms of Subsection 6.6.3(b) of the General Terms and Conditions, Company may, after it files and receives any necessary regulatory authorization, terminate Shipper's Service Agreement under this Rate Schedule.

#### 5.8.4 TERMINATION

If a Service Agreement under this Rate Schedule is not continued in accordance with Section 5.8.2 paragraph 6 of Rate Schedule FTL-1, such Service Agreement shall terminate under the terms of the Rate Schedule FTL-1 Service Agreement.

#### 5.8.5 INCORPORATION BY REFERENCE

Section 5.1.4 of Rate Schedule T-1 is incorporated by reference. For the purposes of this Rate Schedule only, the references in Section 5.1.4 to "Rate Schedule T-1" or "Service Agreement" and "U.S. Shipper Service Agreement" shall be interpreted as "Rate Schedule FTL-1" and "Rate Schedule FTL-1 Service Agreement."



## 5.8.6 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded or limited in this Rate Schedule.

Company Use Gas as defined in this Tariff and Section 6.44 of the General Terms and Conditions are not applicable to this Rate Schedule.

RATE SCHEDULE ITL-1  
INTERRUPTIBLE TRANSPORTATION LATERAL SERVICE

#### 5.9.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis on the Princeton Lateral for any Shipper:

- (a) Who requests interruptible transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (b) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (c) Who has executed a Rate Schedule ITL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois near Princeton, Bureau County, Illinois (Princeton).

## 5.9.2 APPLICABILITY AND CHARACTER OF SERVICE

### 1. Applicability.

This Rate Schedule shall apply to the interruptible transportation of natural gas on the Princeton Lateral.

The Point of Receipt for service on the Princeton Lateral is the Kasbeer Lateral Point and the Point of Delivery is Princeton. The Kasbeer Lateral Point, Princeton, and other Points of Interconnection on the Princeton Lateral are not available under this Rate Schedule as a Point of Receipt under any of Company's other transportation rate schedules. Likewise, Princeton and other points downstream of the Kasbeer Lateral Point located on the Princeton Lateral are not available as Points of Delivery under any of Company's other transportation rate schedules.

### 2. Section 6.17 of the General Terms and Conditions is applicable to points only on the Princeton Lateral.

### 3. Character of Service.

Subject to the applicable provisions of this Tariff, Company shall provide interruptible service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule ITL-1 Agreement subject to availability of capacity sufficient to provide the service.

### 4. Facility Limitations.

Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.

### 5.9.3 RATES

#### 1. Rates and Charges.

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the following charge listed below:

Commodity Charge - The applicable commodity rate for Rate Schedule ITL-1 multiplied by the quantity of gas received by Company under Rate Schedule ITL-1 for Shipper in such Production Month.

Other Rates and Charges:

The Annual Charge Adjustment is defined and computed in accordance with Section 6.16 of the General Terms and Conditions.

#### 2. Discounted Rate.

Company shall charge the Maximum Commodity Rate set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for transportation service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate; provided, however, that the total amount charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.

#### 3. Negotiated Rate.

Notwithstanding the foregoing provisions of this Section 5.9.3, Company and Shipper may mutually agree to a Negotiated Rate for service hereunder as provided in Section 6.37 of the General Terms and Conditions.

#### 5.9.4 TERMINATION

A Rate Schedule ITL-1 Agreement shall terminate under the terms of such service agreement.

## 5.9.5 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded or limited in this Rate Schedule.

Company Use Gas as defined in this Tariff and Section 6.44 of the General Terms and Conditions are not applicable to this Rate Schedule.