January 14, 2011

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Northern Border Pipeline Company
Non-conforming Transportation Agreements
Docket No. RP11-___-___

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), Northern Border Pipeline Company ("Northern Border") respectfully submits for filing and acceptance certain tariff sections\(^1\) to be part of its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). These tariff sections include three (3) non-conforming agreements attached hereto at Appendix A.\(^2\) Additionally, Northern Border is submitting an updated list of its non-conforming agreements in Section 6.42 – GT&C, Non-Conforming Agreements. Northern Border requests that the Commission accept these non-conforming agreements to become effective January 14, 2011.

**Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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\(^1\) Northern Border is submitting in the instant filing the new and revised tariff sections listed, and included, at Appendix A, hereto.

\(^2\) **Electronic Tariff Filings**, 124 FERC ¶ 61,270 at P 42 (2008) ("Order No. 714"). Order No. 714 states that “...non-conforming service agreements need not be divided, but can be filed as entire documents.” Northern Border is filing the agreements included herein as whole documents, in PDF format.
Statement of the Nature, Reasons, and Basis for Filing

Background

On April 9, 2010, in Docket No. CP09-161-000, the Commission authorized the construction and operation of the Bison Pipeline (“Bison”); a 302-mile, 30-inch diameter pipeline extending from the Dead Horse region near Gillette, Wyoming, to an interconnection with Northern Border near Northern Border’s Compressor Station No. 6 in Morton County, North Dakota (Northern Border’s “Kurtz” receipt point). Four shippers subscribed for capacity and entered into ten-year firm service agreements on Bison under negotiated rate contracts, and these same four shippers entered into discounted rate agreements for service downstream of Bison on Northern Border.3

When contracting for firm capacity on Northern Border, the Bison Shippers contracted for capacity from Port of Morgan, Montana (Northern Border’s furthermost upstream point of receipt), to Ventura, Iowa. This is due, in part, to the fact that Northern Border’s tariff places a five-year term limit on capacity requests that reflect a shorter path than the posted path.4 At the time the Bison Shippers requested capacity on Northern Border, the posted available firm capacity on Northern Border included capacity from Port of Morgan to Ventura. By taking longer-haul capacity from Port of Morgan, Bison Shippers were able to secure discounted ten-year firm transportation agreements on Northern Border to coincide with their ten-year commitments on Bison.

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4 See Northern Border’s Tariff, Section 6.26.2 – GT&C, Posting of Available Firm Capacity, v.1.0.0.
**Btu Factors**

On Northern Border, a shipper’s Btu Adjusted Maximum Receipt Quantity, which is utilized for nomination and scheduling purposes, is derived by multiplying the shipper’s Maximum Receipt Quantity (in Mcf) at a primary point of receipt times the Posted Btu Factor at such primary point of receipt. For purposes of further discussion, “contract MRQ” is used to represent a shipper’s Btu Adjusted Maximum Receipt Quantity.

When the Bison Shipper agreements on Northern Border were entered into, the intent was that Bison Shipper contract MRQs on both Bison and Northern Border would closely match. To facilitate such a match, the Kurtz Btu Factor would need to serve as the Posted Btu Factor used in determining contract MRQs applicable to Bison Shippers on Northern Border. Because the primary receipt points of the Bison Shipper contracts on Northern Border are at Port of Morgan, however, the Port of Morgan Posted Btu Factor stands to be utilized in determining contract MRQs for nomination, scheduling, and billing purposes, consistent with Northern Border’s Tariff.

Use of the Port of Morgan Posted Btu Factor, which is currently higher than the Kurtz Posted Btu Factor, would result in higher capacity commitments on Northern Border for the Bison Shippers than were originally contemplated by the parties. In light of this, Northern Border offered to amend the Bison Shipper contracts to reflect utilization of the Kurtz Posted Btu Factor in determining contract MRQs for the Bison Shippers. Bison Shippers agreeing to utilize the Kurtz Posted Btu Factor would still retain primary receipt point rights at Port of Morgan, however their capacity commitments will be lower than if the Port of Morgan Posted Btu Factor had been utilized. That is, shippers that elect to use the Kurtz Posted Btu Factor will hold less capacity than shippers subject to the Port of Morgan Posted Btu Factor.

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5 Btu Adjusted Maximum Receipt Quantity, Maximum Receipt Quantity, and Posted Btu Factor are defined terms in part 6.1 of Northern Border’s Tariff.

6 Northern Border notes that when Bison is placed into service, Kurtz will serve as a new receipt point on Northern Border. Northern Border will post the Kurtz Btu Factor on its website prior to Bison going into service. Because historical Btu data will not be available when service at Kurtz point is initiated, the Posted Kurtz Btu Factor will reflect an estimate of the expected Btus from Bison.

7 The current Posted Btu Factors for Port of Morgan and Kurtz are 1006 and 975, respectively.
Three of the four Bison Shippers elected to utilize the Kurtz Posted Btu Factor for all of their contractual commitments on Northern Border. Specifically, Anadarko Energy Services Company, Minnesota Energy Resources Corporation, and Williams Gas Marketing, Inc. agreed to apply the Kurtz Posted Btu Factor to their entire Maximum Receipt Quantity. MidAmerican Energy Company chose not to modify its contract with Northern Border.

Because Northern Border’s tariff ties Posted Btu Factors to a shipper’s primary receipt point rights, use of the Kurtz Posted Btu Factor in determining contract MRQs for certain Bison Shippers renders Northern Border’s contracts with such shippers as non-conforming. As such, Northern Border is including each of the non-conforming amended contracts in Appendix A, attached hereto, for Commission review. Northern Border requests that the Commission accept these non-conforming agreements to become effective January 14, 2011, *i.e.*, the date that Bison is expected to be placed into service.

**Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

**Effective Date and Request for Waiver**

Northern Border is requesting that the Commission approve the non-conforming agreements to become effective January 14, 2011. Northern Border respectfully requests the Commission grant all waivers of its regulations and Northern Border’s Tariff necessary to accept this filing and approve the non-conforming agreements to become effective as requested herein.

**Contents of Filing**

In accordance with Section 154.7 of the Commission’s regulations and Commission Order No. 714, Northern Border is submitting the following XML filing package, which includes:
1. This transmittal letter;
2. The proposed tariff sections (Appendix A);
3. A red-lined version of the proposed tariff sections (Appendix B); and
4. A red-lined version of the non-conforming service agreements (Appendix C).

**Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served on all of Northern Border’s existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at Northern Border’s principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

NORTHERN BORDER PIPELINE COMPANY
BY: TRANSCANADA NORTHERN BORDER INC., ITS OPERATOR

[Signature]

John A. Roscher
Director, Rates & Tariffs

Enclosures
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Issued: January 14, 2011
Effective: January 14, 2011

Docket No. Accepted:
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<th>Termination Date</th>
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<td>Williams Gas Marketing, Inc.</td>
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1/ The termination date is 10 years after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.

2/ The termination date is 120 full calendar months after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
NON-CONFORMING AGREEMENTS

Issued: January 14, 2011
Effective: January 14, 2011

Docket No.
Accepted:
U.S. Shippers Service Agreement
Rate Schedule T-1

Minnesota Energy Resources Corporation
(#T6873F)

Agreement Effective Date: The in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of May 12, 2006, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and MINNESOTA ENERGY RESOURCES CORPORATION, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for a term of 10 years after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PF08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC ("Bison") of the Bison Pipeline Project from FERC consideration or upon termination of the Bison Precedent Agreement dated June 13, 2008 and entered into by and between Shipper and Bison Pipeline LLC. This Service Agreement may continue in effect thereafter in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its
election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Service Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Shipper from its obligation under its Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.
Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement. IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

MINNESOTA ENERGY RESOURCES CORPORATION
By: Ann Jack
Title: Vice President - Gas Supply

ATTEST:

[Signatures]

Vice President - Legal Services

[Signatures]

[Signatures]

[Signatures]
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FWB Parkway
Omaha, Nebraska 68154-5200

SHIPPER - Minnesota Energy Resources Corporation

SHIPPER'S ADDRESS - 1412 Howard Street, Omaha, NE 68102

Right of First Refusal: Yes X No ___

Right of First Refusal Path: 3/
Point of Receipt Fort of Morgan Point of Delivery Ventura

Yes ___ No X ___ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: 51,386 Mcf/day

Transportation Path:
Point of Receipt Fort of Morgan Point of Delivery Ventura

Maximum Reservation Rate 1/ __________

Discounted Rate: 1/ $0.23 per Dth reservation charge
Rate Type: 2/ __________
Quantity: __________

Time Period: Start Date __________ End Date __________
Contract: Discounted Daily Reservation Rate __________
Discounted Daily Commodity Rate __________

Point: Point of Receipt __________
Point of Delivery __________

Point to Point: Point of Receipt __________ to Point of Delivery __________
Zone: (define geographical area) __________
Relationship: __________
Rate Component: __________
Index Price Differential: __________

Negotiated Rate: 1/ No ___ Yes ___ (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of May 22, 2008.
Billing Commencement Date of this Exhibit A is Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiederhold
Title: Principal Financial Officer and Controller

MINNESOTA ENERGY RESOURCES CORPORATION

By: Mark Jack
Title: Vice President - Gas Supply

ATTEST:

[Signature]
Vice President - Legal Services
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of January 13, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and MINNESOTA ENERGY RESOURCES CORPORATION, hereinafter referred to as "Shipper."

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated May 22, 2008, and any such Amendments thereto, (hereinafter referred to as "Service Agreement"); and

WHEREAS, Company and Shipper desire to revise the Maximum Receipt Quantity to 51,282 Mcf/day.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN MAXIMUM RECEIPT QUANTITY

Exhibit A of the Service Agreement is hereby amended to revise the Maximum Receipt Quantity to 51,282 Mcf/day.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator
By: [Signature]
Title: President
By: [Signature]
Title: Vice President

MINNESOTA ENERGY RESOURCES CORPORATION
By: [Signature]
Title: Vice President, Gas Supply

[Signature]
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of January 13, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and MINNESOTA ENERGY-RESOURCES CORPORATION, hereinafter referred to as "Shipper." Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated May 22, 2008, and any such Amendments thereto, (hereinafter referred to as the "Service Agreement"); and

WHEREAS, Company and Shipper desire that the "Other Provisions" section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff, the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: [Signature]
Title: [Title]

By: [Signature]
Title: [Title]

MINNESOTA ENERGY RESOURCES CORPORATION
By: [Signature]
Title: [Title]

ATTEST:

[Signature]
Vice President Customer Relations

CA
GS
CC
KC

1
U.S. Shippers Service Agreement
Rate Schedule T-1
Anadarko Energy Services Company
(#T6874F)

Agreement Effective Date: The in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.

 Issued: January 14, 2011
Effective: January 14, 2011
This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of September 5, 2008 by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and ANADARKO ENERGY SERVICES COMPANY, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall continue in effect in accordance with the Tariff for a term of 120 full calendar months after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PP08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC of the Bison Pipeline Project from FERC consideration; provided, however, that in the event the Bison Pipeline Project is combined, incorporated or otherwise with the Pathfinder Pipeline Project (FERC Docket No. PF08-22-000) and the Bison Precedent Agreement entered into by and between Bison Pipeline LLC and Shipper is terminated, then this Service Agreement will not terminate and shall continue in effect in accordance with the Tariff for a term of 120 full calendar months after the revised Billing Commencement Date, which revised Billing Commencement Date shall be the Commencement Date, as that term is defined in the Pathfinder Precedent Agreement of the project resulting from such combination, incorporation or otherwise of the Bison Pipeline Project and the Pathfinder Pipeline Project. Thereafter, this Service Agreement may continue in effect thereafter in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.
Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and 
obligations of Company and Shipper thereunder are subject to all 
relevant and United States lawful statutes, rules, regulations and 
orders of duly constituted authorities having jurisdiction. Subject to 
the foregoing, this Service Agreement shall be governed by and 
interpreted in accordance with the laws of the State of Nebraska. For 
purposes of legal proceedings, this Service Agreement shall be deemed to 
have been made in the State of Nebraska and to be performed there, and 
the Courts of that State shall have jurisdiction over all disputes which 
may arise under this Service Agreement, provided always that nothing 
herein contained shall prevent the Company from proceeding at its 
election against the Shipper in the Courts of any other state, Province 
or country.

At the Company's request, the Shipper shall irrevocably appoint an agent 
in Nebraska to receive, for it and on its behalf, service of process in 
connection with any judicial proceeding in Nebraska relating to this 
Service Agreement. Such service shall be deemed completed on delivery 
to such process agent (even if not forwarded to and received by the 
Shipper). If said agent ceases to act as a process agent within 
Nebraska on behalf of Shipper, the Shipper shall appoint a substitute 
process agent within Nebraska and deliver to the Company a copy of the 
new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or 
consolidation to the properties, substantially as an entirety, of 
Shipper or of Company, as the case may be, and which shall assume all 
obligations under Shipper's Service Agreement of Shipper or Company, as 
the case may be, shall be entitled to the rights, and shall be subject 
to the obligations, of its predecessor under Shipper's Service 
Agreement. Either party to a Shipper's Service Agreement may pledge or 
charge the same under the provisions of any mortgage, deed of trust, 
indenture, security agreement or similar instrument which it has 
executed, or assign such Service Agreement to any affiliated Person 
(which for such purpose shall mean any person which controls, is under 
common control with or is controlled by such party). Nothing contained 
in this Article 9 shall, however, operate to release predecessor Shipper 
from its obligation under its Service Agreement unless Company shall, in 
its sole discretion, consent in writing to such release. Company shall 
not release any Shipper from its obligations under its Service Agreement 
unless: (a) such release is effected pursuant to an assignment of 
obligations by such Shipper, and the assumption thereof by the assignee, 
and the terms of such assignment and assumption render the obligations 
being assigned and assumed no more conditional and no less absolute than 
those at the time provided therein; and (b) such release is not likely 
to have a substantial adverse effect upon Company. Shipper shall, at 
Company's request, execute such instruments and take such other action
as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.
IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator
By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

ANADARKO ENERGY SERVICES COMPANY
By: John Bretz
Title: JOHN BRETZ
VICE PRESIDENT OF GAS MARKETING

ATTEST:
Kelly Fontenot
NORTHERN BORDER PIPELINE COMPANY
U.S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FNB Parkway
Omaha, Nebraska 68154-5200

SHIPPER - Anadarko Energy Services Company

SHIPPER'S ADDRESS - 1201 Lake Robbins Drive, The Woodlands, TX 77380

Right of First Refusal: Yes X No ___

Right of First Refusal Path: 3/
Point of Receipt Port of Morgan Point of Delivery Ventura

Yes ___ No X (Check applicable blank) This Service Agreement covers interim
capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First
Refusal rights, if any, applicable to this interim capacity are limited as provided in such
Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: 250,000 Mcf/day

Transportation Path:
Point of Receipt Port of Morgan Point of Delivery Ventura

Maximum Reservation Rate 1/ _________

Discounted Rate: 1/ $0.23 per Dth reservation charge
Rate Type: 2/
Quantity: _________

Time Period: Start Date __________ End Date __________
Contract: Discounted Daily Reservation Rate _________
           Discounted Daily Commodity Rate _________
Point: Point of Receipt _________ Point of Delivery _________
Point to Point: Point of Receipt _________ to Point of Delivery _________
Zone: (define geographical area) _________
Relationship: _________
Rate Component: _________
Index Price Differential: _________

Negotiated Rate: 1/ No ___ Yes ___ (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to
Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of
discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in
Docket No. RP06-72.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U. S. SHIPPERS SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of September 5, 2008.

Billing Commencement Date of this Exhibit A is per Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiedenholt
Title: Principal Financial Officer and Controller

ATTEST:

Kelly Fontenot

ANADARKO ENERGY SERVICES COMPANY

By: John Bretz
Title: Vice President of Gas Marketing
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of January 3, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and ANADARKO ENERGY SERVICES COMPANY, hereinafter referred to as "Shipper." Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated September 5, 2008, and any such Amendments thereto, (hereinafter referred to as the "Service Agreement"); and

WHEREAS, Company and Shipper desire that the "Other Provisions" section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator
By: [Signature]
Title: President
By: [Signature]
Title: Assistant Secretary

ANADARKO ENERGY SERVICES COMPANY
By: [Signature]
Title: General Manager, Gas Marketing

ATTEST:
[Signature]
U.S. Shippers Service Agreement
Rate Schedule T-1

Williams Gas Marketing, Inc.
(#T6876F)

Agreement Effective Date: The in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of June 30, 2008, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and WILLIAMS GAS MARKETING, INC., hereinafter referred to as "Shipper".

WHEREAS, Company’s investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission’s Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper’s Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper’s Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company’s FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for a term of 10 years after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PP08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC of the Bison Pipeline Project from FERC consideration or if the Bison Precedent Agreement or Bison Service Agreement executed by and between Shipper and Bison Pipeline LLC is terminated in accordance with its terms and conditions. In the event that the Bison Pipeline Project is combined with or superseded by the Pathfinder Pipeline Project (FERC Docket No. PP08-22-000) then the Billing Commencement Date of this Service Agreement shall be the In-Service Date of the project resulting therefrom ("Resulting Project") and the termination provisions of the immediately preceding sentence shall relate to the withdrawal of the Resulting Project from FERC consideration or the termination in accordance with its terms and conditions of the Precedent Agreement or Service Agreement executed in connection with the Resulting Project. Thereafter, this Service Agreement may continue in effect in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and
orders of duly constituted authorities having jurisdiction. Subject to
the foregoing, this Service Agreement shall be governed by and
interpreted in accordance with the laws of the State of Nebraska. For
purposes of legal proceedings, this Service Agreement shall be deemed to
have been made in the State of Nebraska and to be performed there, and
the Courts of that State shall have jurisdiction over all disputes which
may arise under this Service Agreement, provided always that nothing
herein contained shall prevent the Company from proceeding at its
election against the Shipper in the Courts of any other state, Province
or country.

Article 8 - Applicable Law and Submission to Jurisdiction (Continued)

At the Company's request, the Shipper shall irrevocably appoint an agent
in Nebraska to receive, for it and on its behalf, service of process in
connection with any judicial proceeding in Nebraska relating to this
Service Agreement. Such service shall be deemed completed on delivery
to such process agent (even if not forwarded to and received by the
Shipper). If said agent ceases to act as a process agent within
Nebraska on behalf of Shipper, the Shipper shall appoint a substitute
process agent within Nebraska and deliver to the Company a copy of the
new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or
consolidation to the properties, substantially as an entirety, of
Shipper or of Company, as the case may be, and which shall assume all
obligations under Shipper's Service Agreement of Shipper or Company, as
the case may be, shall be entitled to the rights, and shall be subject
to the obligations, of its predecessor under Shipper's Service
Agreement. Either party to a Shipper's Service Agreement may pledge or
charge the same under the provisions of any mortgage, deed of trust,
indenture, security agreement or similar instrument which it has
executed, or assign such Service Agreement to any affiliated Person
(which for such purpose shall mean any person which controls, is under
common control with or is controlled by such party). Nothing contained
in this Article 9 shall, however, operate to release predecessor Shipper
from its obligation under its Service Agreement unless Company shall, in
its sole discretion, consent in writing to such release. Company shall
not release any Shipper from its obligations under its Service Agreement
unless: (a) such release is effected pursuant to an assignment of
obligations by such Shipper, and the assumption thereof by the assignee,
and the terms of such assignment and assumption render the obligations
being assigned and assumed no more conditional and no less absolute than
those at the time provided therein; and (b) such release is not likely
to have a substantial adverse effect upon Company. Shipper shall, at
Company's request, execute such instruments and take such other action
as may be desirable to give effect to any such assignment of Company's
rights under such Shipper's Service Agreement or to give effect to the
right of a Person whom the Company has specified pursuant to Section 6
of the General Terms and Conditions of Company's FERC Gas Tariff as the
Person to whom payment of amounts invoiced by Company shall be made;
provided, however, that: (a) Shipper shall not be required to execute
any such instruments or take any such other action the effect of which
is to modify the respective rights and obligations of either Shipper or
Company under this Service Agreement; and (b) Shipper shall be under no
obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: 
Title: Vice President and General Manager

By: Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

WILLIAMS GAS MARKETING, INC.
By: 
Title: Vice President
NORTHERN BORDER PIPELINE COMPANY  
U.S. SHIPPERS SERVICE AGREEMENT  
RATE SCHEDULE T-1  

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FNB Parkway  
Omaha, Nebraska 68154-5200

SHIPPER - Williams Gas Marketing, Inc.

SHIPPER'S ADDRESS - One Williams Center, Tulsa, OK 74172

Right of First Refusal: Yes  X  No

Right of First Refusal Path: 1/  
Point of Receipt  Port of Morgan  
Point of Delivery  Ventura

Yes  X  No  (Check applicable blank) This Service Agreement covers interim  
capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First  
Refusal rights, if any, applicable to this interim capacity are limited as provided in such  
Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: 50,000 Mscf/day

Transportation Path:  
Point of Receipt  Port of Morgan  
Point of Delivery  Ventura

Maximum Reservation Rate 1/

Discounted Rate: 1/ $0.23 per Dth reservation charge
Rate Type: 2/ ________

Quantity: ________

Time Period: Start Date ________  
End Date ________

Contract: Discounted Daily Reservation Rate ________
Discounted Daily Commodity Rate ________

Point: Point of Receipt ________  
Point of Delivery ________

Point to Point: Point of Receipt ________ to Point of Delivery ________

Zone: (define geographical area) ________

Relationship: ________

Rate Component: ________

Index Price Differential: ________

Negotiated Rate: 1/ No  X  Yes  (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to  
Subsection 3.1 of Rate Schedule T-1.

2/ See Section 42 of the General Terms and Conditions for description of various types of  
discount rates.

3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in  
Docket No. RP06-72.
This Exhibit A is made and entered into as of June 24, 2008.
Billing Commencement Date of this Exhibit A is per Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: [Signature]
Paul F. Mitter
Title: Vice President and General Manager

By: [Signature]
Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

ATTEST:

WILLIAMS GAS MARKETING, INC.

By: [Signature]
Alan J. Killion
Title: Director, Marketing
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of August 1, 2008, by and between
NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and
WILLIAMS GAS MARKETING, INC., hereinafter referred to as "Shipper."

WHEREAS, Company and Shipper have entered into a Service Agreement dated as
of June 24, 2008 (hereinafter referred to as "Service Agreement"); and

WHEREAS, Shipper desires to increase the Maximum Receipt Quantity from 50,000
Mcf/day to 100,000 Mcf/day.

NOW THEREFORE, in consideration of their respective covenants and agreements
hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN MAXIMUM RECEIPT QUANTITY

Exhibit A of the Service Agreement is hereby amended to revise the Maximum
Receipt Quantity from 50,000 Mcf/day to 100,000 Mcf/day.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly
executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: ____________________________
Paul F. Miller
Title: Vice President and General Manager

By: ____________________________
Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

WILLIAMS GAS MARKETING, INC.
By: ____________________________

Title: ____________________________
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of January 13, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and WILLIAMS GAS MARKETING, INC., hereinafter referred to as "Shipper." Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated June 24, 2008, and any such Amendments thereto, (hereinafter referred to as the "Service Agreement"); and

WHEREAS, Company and Shipper desire that the "Other Provisions" section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff, the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
it's Operator

By: [Signature]
Title: President

By: [Signature]
Title: Assistant Secretary

WILLIAMS GAS MARKETING, INC.
By: [Signature]
Title: Vice President, Gas Marketing

ATTEST:

[Signature]
[Stamp]
# Appendix B

Northern Border Pipeline Company – Northern Border Tariffs  
*FERC Gas Tariff, Second Revised Volume No. 1*

## Tariff Sections  
Redline/Strikeout Format

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Effective: January 14, 2011
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1/ The termination date is 10 years after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.

2/ The termination date is 120 full calendar months after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
NON-CONFORMING AGREEMENTS
Appendix C

Non-Conforming Agreements

Redline/Strikeout Format

Description

- Minnesota Energy Resources Corporation
  Rate Schedule T-1 Agreement (#T6873F)

- Anadarko Energy Resources Company
  Rate Schedule T-1 Agreement (#T6874F)

- Williams Gas Marketing, Inc.
  Rate Schedule T-1 Agreement (#T6876F)
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of May 32, 2008, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and MINNESOTA ENERGY RESOURCES CORPORATION, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for a term of 10 years after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PF08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC ("Bison") of the Bison Pipeline Project from FERC consideration or upon termination of the Bison precedent Agreement dated June 13, 2008, and entered into by and between Shipper and Bison Pipeline LLC. This Service Agreement may continue in effect thereafter in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its
election against the Shipper in the Courts of any other state, Province
or country.

At the Company's request, the Shipper shall irrevocably appoint an agent
in Nebraska to receive, for it and on its behalf, service of process in
connection with any judicial proceeding in Nebraska relating to this
Service Agreement. Such service shall be deemed completed on delivery
to such process agent (even if not forwarded to and received by the
Shipper). If said agent ceases to act as a process agent within
Nebraska on behalf of Shipper, the Shipper shall appoint a substitute
process agent within Nebraska and deliver to the Company a copy of the
new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or
consolidation to the properties, substantially as an entirety, of
Shipper or of Company, as the case may be, and which shall assume all
obligations under Shipper's Service Agreement of Shipper or Company, as
the case may be, shall be entitled to the rights, and shall be subject
to the obligations, of its predecessor under Shipper's Service
Agreement. Either party to a Shipper's Service Agreement may pledge or
charge the same under the provisions of any mortgage, deed of trust,
indenture, security agreement or similar instrument which it has
executed, or assign such Service Agreement to any affiliated Person
(which for such purpose shall mean any person which controls, is under
common control with or is controlled by such party). Nothing contained
in this Article 9 shall, however, operate to release predecessor Shipper
from its obligation under its Service Agreement unless Company shall, in
its sole discretion, consent in writing to such release. Company shall
not release any Shipper from its obligations under its Service Agreement
unless: (a) such release is effected pursuant to an assignment of
obligations by such Shipper, and the assumption thereof by the assignee,
and the terms of such assignment and assumption render the obligations
being assigned and assumed no more conditional and no less absolute than
those at the time provided therein; and (b) such release is not likely
to have a substantial adverse effect upon Company. Shipper shall, at
Company's request, execute such instruments and take such other action
as may be desirable to give effect to any such assignment of Company's
rights under such Shipper's Service Agreement or to give effect to the
right of a Person whom the Company has specified pursuant to Section 6
of the General Terms and Conditions of Company's FERC Gas Tariff as the
Person to whom payment of amounts invoiced by Company shall be made;
provided, however, that: (a) Shipper shall not be required to execute
any such instruments or take any such other action the effect of which
is to modify the respective rights and obligations of either Shipper or
Company under this Service Agreement; and (b) Shipper shall be under no
obligation at any time to determine the status or amount of any payments
which may be due from Company to any Person whom the Company has
specified pursuant to said Section 6 as the Person to whom payment of
amounts invoiced by Company shall be made.
Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement. IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: [Signature]  
Paul Miller
Title: Vice President and General Manager

By: [Signature]  
Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

MINNESOTA ENERGY RESOURCES CORPORATION
By: [Signature]  
Vice President - Gas Supply

ATTEST:
[Signature]
Vice President - Legal Services

-4-
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U. S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FNB Parkway
                        Omaha, Nebraska 68154-5200

SHIPPER - Minnesota Energy Resources Corporation

SHIPPER'S ADDRESS - 1412 Howard Street, Omaha, NE 68102

Right of First Refusal: Yes  X  No

Right of First Refusal Path: 3/
Point of Receipt  Port of Morgan  Point of Delivery  Ventura

Yes  No  X  (Check applicable blank) This Service Agreement covers interim
capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First
Refusal rights, if any, applicable to this interim capacity are limited as provided in such
Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: 51,386 MCF/day

Transportation Path:
Point of Receipt  Port of Morgan  Point of Delivery  Ventura

Maximum Reservation Rate 1/

Discounted Rate: 1/ $0.23 per Dth reservation charge
Rate Type: 2/
          1
Quantity: ______________
Quantity Level: ______________
Time Period: Start Date ______________  End Date ______________
Contract: Discounted Daily Reservation Rate ______________
          Discounted Daily Commodity Rate ______________
Point:  Point of Receipt ______________
      Point of Delivery ______________
Point to Point:  Point of Receipt ______________ to Point of Delivery ______________
Zone:  (define geographical area) ______________
Relationship: ______________
Rate Component: ______________
Index Price Differential: ______________

Negotiated Rate: 1/ No  X  Yes  (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to
   Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of
discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in
   Docket No. RP06-72.
This Exhibit A is made and entered into as of May 22, 2008.
Billing Commencement Date of this Exhibit A is Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

MINNESOTA ENERGY RESOURCES CORPORATION
By: Alan Zash
Title: Vice President - Gas Supply

ATTEST:

[Signature]
Vice President - Legal Services
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of __________, 2011,
by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as
"Company" and MINNESOTA ENERGY RESOURCES CORPORATION, hereinafter referred
to as "Shipper."

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service
Agreement dated May 22, 2008, and any such Amendments thereto, (hereinafter
referred to as "Service Agreement"); and

WHEREAS, Company and Shipper desire to revise the Maximum Receipt Quantity
to 51,282 Mcf/day.

NOW THEREFORE, in consideration of their respective covenants and agreements
hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN MAXIMUM RECEIPT QUANTITY

Exhibit A of the Service Agreement is hereby amended to revise the Maximum
Receipt Quantity to 51,282 Mcf/day.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly
executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: ________________________________
Title: ________________________________

By: ________________________________
Title: ________________________________

ATTEST:

MINNESOTA ENERGY RESOURCES CORPORATION
By: ________________________________
Title: ________________________________
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of ___________, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and MINNESOTA ENERGY RESOURCES CORPORATION, hereinafter referred to as "Shipper." Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated May 22, 2008, and any such Amendments thereto, (hereinafter referred to as the "Service Agreement"); and

WHEREAS, Company and Shipper desire that the "Other Provisions" section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff, the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: __________________________
Title: _______________________

By: __________________________
Title: _______________________

ATTEST:

MINNESOTA ENERGY RESOURCES CORPORATION

By: __________________________
Title: _______________________

1
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of September 5, 2008 by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and ANADARKO ENERGY SERVICES COMPANY, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall continue in effect in accordance with the Tariff for a term of 120 full calendar months after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PF08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC of the Bison Pipeline Project from FERC consideration; provided, however, that in the event the Bison Pipeline Project is combined, incorporated or otherwise with the Pathfinder Pipeline Project (FERC Docket No. PF08-22-000) and the Bison Precedent Agreement entered into by and between Bison Pipeline LLC and Shipper is terminated, then this Service Agreement will not terminate and shall continue in effect in accordance with the Tariff for a term of 120 full calendar months after the revised Billing Commencement Date, which revised Billing Commencement Date shall be the Commencement Date, as that term is defined in the Pathfinder Precedent Agreement of the project resulting from such combination, incorporation or otherwise of the Bison Pipeline Project and the Pathfinder Pipeline Project. Thereafter, this Service Agreement may continue in effect thereafter in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.
Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Service Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Shipper from its obligation under its Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instruments and take such other action
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

as may be desirable to give effect to any such assignment of Company's
rights under such Shipper's Service Agreement or to give effect to the
right of a Person whom the Company has specified pursuant to Section 6
of the General Terms and Conditions of Company's FERC Gas Tariff as the
Person to whom payment of amounts invoiced by Company shall be made;
provided, however, that: (a) Shipper shall not be required to execute
any such instruments or take any such other action the effect of which
is to modify the respective rights and obligations of either Shipper or
Company under this Service Agreement; and (b) Shipper shall be under no
obligation at any time to determine the status or amount of any payments
which may be due from Company to any Person whom the Company has
specified pursuant to said Section 6 as the Person to whom payment of
amounts invoiced by Company shall be made.

Article 10 - Loss of Governmental Authority, Gas Supply,
Transportation or Market

Without limiting its other responsibilities and obligations under this
Service Agreement, the Shipper acknowledges that it is responsible for
obtaining and assumes the risk of loss of the following: (1) gas removal
permits, (2) export and import licenses, (3) gas supply, (4) markets and
(5) transportation upstream and downstream of the Company's pipeline
system. Notwithstanding the loss of one of the items enumerated above,
Shipper shall continue to be liable for payment to the Company of the
transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and
General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on
file with the Federal Energy Regulatory Commission and in effect, and
Exhibit A hereto are all applicable to this Service Agreement and are
hereby incorporated in, and made a part of, this Service Agreement.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator
By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

ANADARKO ENERGY SERVICES COMPANY
By: John Bretz
Title: JOHN BRETZ
VICE PRESIDENT OF GAS MARKETING

ATTEST:
Kelly Fontenot
NORTHERN BORDER PIPELINE COMPANY

G. S. SHIPPERS SERVICE AGREEMENT

RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FNB Parkway
                   Omaha, Nebraska 68154-5200

SHIPPER - Anadarko Energy Services Company

SHIPPER'S ADDRESS - 1201 Lake Robbins Drive, The Woodlands, TX 77380

Right of First Refusal: Yes X No ___

Right of First Refusal Path: 3/ Point of Receipt Port of Morgan Point of Delivery Ventura

Yes X No ___ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.3 of the General Terms and Conditions.

Maximum Receipt Quantity: 250,000 Mcf/day

Transportation Path:
Point of Receipt Port of Morgan Point of Delivery Ventura

Maximum Reservation Rate 1/

Discounted Rate: 1/ $0.23 per Dth reservation charge

Rate Type: 2/ __________
Quantity: __________
Quantity Level: __________
Time Period: Start Date __________ End Date __________
Contract: Discounted Daily Reservation Rate __________
           Discounted Daily Commodity Rate __________
Point: Point of Receipt __________
Point of Delivery __________
Point to Point: Point of Receipt __________ to Point of Delivery __________
Zone: (define geographical area) __________
Relationship: __________
Rate Component: __________
Index Price Differential: __________

Negotiated Rate: 1/ No ____ Yes ____ (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.
This Exhibit A is made and entered into as of September 5, 2008.
Billing Commencement Date of this Exhibit A is per Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: Paul F. Miller
Title: Vice President and General Manager

By: Patricia M. Wischhoff
Title: Principal Financial Officer and Controller

ATTEST:

KELLY FONTENOT

ANADARKO ENERGY SERVICES COMPANY
By: John Bretz
Title: Vice President of Gas Marketing
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of _, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as “Company” and ANADARKO ENERGY SERVICES COMPANY, hereinafter referred to as “Shipper.” Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated September 5, 2008, and any such Amendments thereto, (hereinafter referred to as the “Service Agreement”); and

WHEREAS, Company and Shipper desire that the “Other Provisions” section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff, the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: ____________________________
Title: __________________________

By: ____________________________
Title: __________________________

ATTEST:

ANADARKO ENERGY SERVICES COMPANY

By: ____________________________
Title: __________________________
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of June 24, 2008, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and WILLIAMS GAS MARKETING, INC., hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 5 - Change in Tariff Provisions

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for a term of 10 years after the Billing Commencement Date which shall be the In-Service Date of the Bison Pipeline Project as described in FERC Docket No. PF08-23-000. Unless mutually agreed otherwise, this Service Agreement will terminate upon the withdrawal by Bison Pipeline LLC or the Bison Pipeline Project from FERC consideration or if the Bison Precedent Agreement or Bison Service Agreement executed by and between Shipper and Bison Pipeline LLC is terminated in accordance with its terms and conditions. In the event that the Bison Pipeline Project is combined with or superseded by the Pathfinder Pipeline Project (FERC Docket No. PF08-22-000) then the Billing Commencement Date of this Service Agreement shall be the In-Service Date of the project resulting therefrom ("Resulting Project") and the termination provisions of the immediately preceding sentence shall relate to the withdrawal of the Resulting Project from FERC consideration or the termination in accordance with its terms and conditions of the Precedent Agreement or Service Agreement executed in connection with the Resulting Project. Thereafter, this Service Agreement may continue in effect in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and
orders of duly constituted authorities having jurisdiction. Subject to
the foregoing, this Service Agreement shall be governed by and
interpreted in accordance with the laws of the State of Nebraska. For
purposes of legal proceedings, this Service Agreement shall be deemed to
have been made in the State of Nebraska and to be performed there, and
the Courts of that State shall have jurisdiction over all disputes which
may arise under this Service Agreement, provided always that nothing
herein contained shall prevent the Company from proceeding at its
election against the Shipper in the Courts of any other state, Province
or country.

Article 8 - Applicable Law and Submission to Jurisdiction (Continued)

At the Company's request, the Shipper shall irrevocably appoint an agent
in Nebraska to receive, for it and on its behalf, service of process in
connection with any judicial proceeding in Nebraska relating to this
Service Agreement. Such service shall be deemed completed on delivery
to such process agent (even if not forwarded to and received by the
Shipper). If said agent ceases to act as a process agent within
Nebraska on behalf of Shipper, the Shipper shall appoint a substitute
process agent within Nebraska and deliver to the Company a copy of the
new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or
consolidation to the properties, substantially as an entirety, of
Shipper or of Company, as the case may be, and which shall assume all
obligations under Shipper's Service Agreement of Shipper or Company, as
the case may be, shall be entitled to the rights, and shall be subject
to the obligations, of its predecessor under Shipper's Service
Agreement. Either party to a Shipper's Service Agreement may pledge or
charge the same under the provisions of any mortgage, deed of trust,
indenture, security agreement or similar instrument which it has
executed, or assign such Service Agreement to any affiliated Person
(which for such purpose shall mean any person which controls, is under
common control with or is controlled by such party). Nothing contained
in this Article 9 shall, however, operate to release predecessor Shipper
from its obligation under its Service Agreement unless Company shall, in
its sole discretion, consent in writing to such release. Company shall
not release any Shipper from its obligations under its Service Agreement
unless: (a) such release is effected pursuant to an assignment of
obligations by such Shipper, and the assumption thereof by the assignee,
and the terms of such assignment and assumption render the obligations
being assigned and assumed no more conditional and no less absolute than
those at the time provided therein; and (b) such release is not likely
to have a substantial adverse effect upon Company. Shipper shall, at
Company's request, execute such instruments and take such other action
as may be desirable to give effect to any such assignment of Company's
rights under such Shipper's Service Agreement or to give effect to the
right of a Person whom the Company has specified pursuant to Section 6
of the General Terms and Conditions of Company's FERC Gas Tariff as the
Person to whom payment of amounts invoiced by Company shall be made;
provided, however, that: (a) Shipper shall not be required to execute
any such instruments or take any such other action the effect of which
is to modify the respective rights and obligations of either Shipper or
Company under this Service Agreement; and (b) Shipper shall be under no
obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator
By: 

[Signature]
Paul F. Miller
Title: Vice President and General Manager

By: 

[Signature]
Patricia M. Wiedenholt
Title: Principal Financial Officer and Controller

WILLIAMS GAS MARKETING, INC.
By: 

[Signature]
Title: Vice President

ATTEST:

[Signature]

[Signature]
NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 13710 FNB Parkway
Omaha, Nebraska 68154-5200

SHIPPER - Williams Gas Marketing, Inc.

SHIPPER'S ADDRESS - One Williams Center, Tulsa, OK 74172

Right of First Refusal: Yes __X__ No ___

Right of First Refusal Path: 1/
  Point of Receipt Port of Morgan  Point of Delivery Ventura

Yes ___ No __X__ (Check applicable blank) This Service Agreement covers interim
capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First
Refusal rights, if any, applicable to this interim capacity are limited as provided in such
Subsection 26.2(4v) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: 50,000 Mcf/day

Transportation Path:
  Point of Receipt Port of Morgan  Point of Delivery Ventura

Maximum Reservation Rate 1/ __________

Discounted Rate: 1/ $0.23 per Dth reservation charge
Rate Type: 2/ __________
Quantity: __________
Quantity Level:
Time Period: Start Date __________ End Date __________
Contract: Discounted Daily Reservation Rate __________
Discounted Daily Commodity Rate __________
Point: Point of Receipt __________
Point of Delivery __________
Point to Point: Point of Receipt __________ to Point of Delivery __________
Zone: [define geographical area] __________
Relationship: __________
Rate Component: __________
Index Price Differential: __________

Negotiated Rate: 1/ No ___ Yes ___ (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to
Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of
discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the stipulation in
Docket No. RP06-72.
NORTHERN BORDER PIPELINE COMPANY
U.S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of June 24, 2008.
Billing Commencement Date of this Exhibit A is per Article 7.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
   its Operator

By: ______________________________
   Paul F. Miller
Title: Vice President and General Manager

By: ______________________________
   ______________
Title: Principal Financial Officer and Controller

WILLIAMS GAS MARKETING, INC.
By: ______________________________
   ______________
Title: Director, Marketing

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Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of August 1, 2008, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and WILLIAMS GAS MARKETING, INC., hereinafter referred to as "Shipper."

WHEREAS, Company and Shipper have entered into a Service Agreement dated as of June 24, 2008 (hereinafter referred to as "Service Agreement"); and

WHEREAS, Shipper desires to increase the Maximum Receipt Quantity from 50,000 Mcf/day to 100,000 Mcf/day.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN MAXIMUM RECEIPT QUANTITY

Exhibit A of the Service Agreement is hereby amended to revise the Maximum Receipt Quantity from 50,000 Mcf/day to 100,000 Mcf/day.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: ________________
Paul F. Miller
Title: Vice President and General Manager

By: ________________
Patricia M. Wiederholt
Title: Principal Financial Officer and Controller

WILLIAMS GAS MARKETING, INC.
By: ________________
Title: __________________
Amendment to

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This AMENDMENT is made and entered into as of ________, 2011, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as “Company” and WILLIAMS GAS MARKETING, INC., hereinafter referred to as “Shipper.” Capitalized terms not otherwise defined in this Amendment shall have their respective meanings set out in the Service Agreement (defined below).

WHEREAS, Company and Shipper have entered into a U.S. Shippers Service Agreement dated June 24, 2008, and any such Amendments thereto, (hereinafter referred to as the “Service Agreement”); and

WHEREAS, Company and Shipper desire that the “Other Provisions” section of the Service Agreement be amended.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

CHANGE IN OTHER PROVISIONS

Article 11 of the Service Agreement shall be replaced and superseded by the following provision:

For purposes of computing Shipper’s Contract Dekatherm-miles as referenced in Part 5.1.3.1 of Company’s Tariff, the Posted Btu Factor at the Kurtz point of receipt, which will be subject to adjustment annually pursuant to the terms of the Tariff, shall be utilized.

The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: __________________________
Title: _________________________

By: __________________________
Title: _________________________

ATTEST:

______________________________
WILLIAMS GAS MARKETING, INC.
By: __________________________
Title: _________________________