



August 15, 2024

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

North Baja Pipeline, LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Jonathan Scullion
Manager, Tariffs

tel (832) 320-5520
email jonathan_scullion@tcenergy.com
web www.tcplus.com/northbaja/

Re: North Baja Pipeline, LLC
Administrative Housekeeping Filing
Docket No. RP24-____-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ North Baja Pipeline, LLC (“North Baja”) submits for filing and acceptance revised tariff sections² to be part of its FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”), as more fully described below. North Baja respectfully requests that the Commission accept the proposed tariff sections to become effective September 15, 2024.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

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Director, Rates, Tariffs and Modernization
Jonathan Scullion*
Manager, Tariffs
North Baja Pipeline, LLC
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Houston, Texas 77002-2700
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E-mail: jonathan_scullion@tcenergy.com

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* Persons designated for official service pursuant to Rule 2010.

¹ 18 C.F.R. Part 154 (2024).

² Tariff sections are listed in Appendix A, attached hereto.

Statement of the Nature, Reasons and Basis for Filing

In the instant filing, North Baja is proposing certain “housekeeping” revisions to update its Tariff. Specifically, these revisions include the following:

Non-Conforming Agreements

North Baja is revising Part 4.3, Non-Conforming Service Agreements, to remove non-conforming agreements where the term of the agreement has ended. Consistent with this revision, North Baja is revising Part 1, Table of Contents, to remove non-conforming agreements where the term has ended, or the agreement has been amended to remove the non-conforming language making it now conforming with the Form of Service Agreement in North Baja’s Tariff.³

Negotiated Rate Agreements

North Baja is updating Part 4.2.1, Statement of Rates, Negotiated Rate Agreements – Rate Schedule FTS-1, to remove service agreements that have terminated, to include the established term dates, and adding rate details that were inadvertently omitted from previously filed and accepted service agreements.⁴ Consistent with these updates, North Baja is revising Part 4.2.2, Statement of Rates, Explanatory Footnotes for Negotiated Rates Under Rate Schedule FTS-1, to remove footnotes that were tied to terminated agreements and include footnotes reflecting the established rate details of certain agreements.

Pro Forma Service Agreements

North Baja is making minor revisions to the *pro forma* service agreements to update its address for all notices and communications, and include “By Its Operator, Transcanada Northern Border Inc.” to the North Baja signature line.

General Terms and Conditions

North Baja is updating Section 6.14.3, General Terms and Conditions, Changes to Nominations, to reflect the updated NAESB Standard 1.3.11 regarding Intraday Nominations. North Baja is additionally making minor changes to Section 6.34, General Terms and Conditions, Complaint Procedures, to update the title of person to whom complaints should be communicated to as well

³ See Part 7.1 – FORM OF SERVICE AGREEMENT in North Baja’s Tariff.

⁴ North Baja discovered that two previously approved negotiated rate agreements, filed under Docket Number RP10-362-000, did not include a footnote in Section 4.2.1 to explain the negotiated rates. Accordingly, by this filing North Baja is adding the footnotes to Section 4.2.1 and the tied explanatory footnotes to 4.2.2.

as other minor revisions.

Miscellaneous

As an additional housekeeping measure, North Baja is updating the name and address on the Tariff cover page to whom communications concerning its Tariff should be addressed.

Request for Waiver and Effective Date

North Baja respectfully requests the Commission accept the revised tariff sections, filed herein as Appendix A, to become effective September 15, 2024.

Other Filings Which May Affect This Proceeding

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

Contents of Filing

In accordance with Section 154.7(a)(1) of the Commission's regulations, North Baja is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean version of the tariff section (Appendix A); and
3. A marked version of the tariff section (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of North Baja's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at North Baja's principal place of business.

Pursuant to Section 385.2005 of the Commission's regulations, 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. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

NORTH BAJA PIPELINE, LLC

Jonathan Scullion

Jonathan Scullion
Manager, Tariffs

Enclosures

Appendix A

North Baja Pipeline, LLC FERC Gas Tariff, First Revised Volume No. 1

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
First Revised Volume No. 1 (Title Page)	v.2.0.0
1 Table of Contents	v.8.0.0
4.2.1 Statement of Rates, Negotiated Rate Agreements – Rate Schedule FTS-1	v.10.0.0
4.2.2 Statement of Rates, Explanatory Footnotes for Negotiated Rates FTS-1	v.10.0.0
4.3 Statement of Rates, Non-Conforming Service Agreements	v.6.0.0
6.14.3 General Terms and Conditions, Changes to Nominations	v.3.0.0
6.34 General Terms and Conditions, Complaint Procedures	v.3.0.0
7.1 Service Agreements, Rates Schedule FTS-1	v.6.0.0
7.2 Service Agreements, Rates Schedule FTS-1 (LAT-1)	v.6.0.0
7.3 Service Agreements, Rates Schedule ITS-1	v.6.0.0
7.4 Service Agreements, Rates Schedule ITS-1 (LAT-1)	v.6.0.0
7.5 Service Agreements, Rates Schedule PAL-1	v.6.0.0
8.3 Non-conf w/ Neg Rates, Reserved for Future Use	v.1.0.0

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
OF
NORTH BAJA PIPELINE, LLC
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed To:

Sorana Linder
Director, Rates, Tariffs, and Modernization
North Baja Pipeline, LLC
Mailing Address: P.O. Box 2446
Houston, TX 77252-2446
Courier Address: 700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Phone: (832) 320-5209

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STATEMENT OF EFFECTIVE RATES AND CHARGES

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE FTS-1

SHIPPER	TERM OF CONTRACT	DTH/D	PRIMARY RECEIPT POINT	PRIMARY DELIVERY POINT	RATE /2
Energia Azteca X, S. de R.L. de C.V. /1	09/01/02 - 03/31/28	135,000	Ehrenberg	US-Mexico Border	/5
Energia de Baja California, S. S. de R.L. de C.V. /1	09/01/02 - 03/31/28	37,000	Ehrenberg	US-Mexico Border	/6
Arizona Public Service Company /8 (LAT-1 Service)	03/13/10 - 02/28/25	62,750	US-Mexico Border at Yuma, AZ in the vicinity of County 10 th Street	Yucca Power Plant, Yuma, Arizona	/12
Arizona Public Service Company /8	03/13/10 - 02/28/25	11,000	Ehrenberg	US-Mexico Border	/13
Sempra LNG Marketing Corp. /1	7/1/08 - 2/29/28	125,000	Ehrenberg	Ogilby	/4
Sempra LNG Marketing Corp. /8	07/01/08 - 02/14/28	85,000	US-Mexico Border	SoCalGas	/4
Imperial Irrigation District /1	04/01/11 - 03/31/31	18,500	Ehrenberg	US-Mexico Border	/9
Sempra LNG Marketing, LLC /1	03/01/19 - 04/30/28	100,000	Ehrenberg	Ogilby	/3
Sempra LNG International, LLC /1	06/01/19 02/29/28	63,670	Ehrenberg	Ogilby	/11

North Baja Pipeline, LLC
FERC Gas Tariff
First Revised Volume No. 1

PART 4.2.1
4.2.1- Statement of Rates
Negotiated Rate Agreements - Rate Schedule FTS-1
v.10.0.0 Superseding v.9.0.0

Sempra Gas & Power Marketing	06/01/23 - 5/31/2043	495,000	Ehrenberg	Ogilby	/14
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Issued: August 15, 2024
Effective: September 15, 2024

Docket No.
Accepted:

Explanatory Footnotes for Negotiated Rates
Under Rate Schedule FTS-1

- 1/ This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- 2/ Unless otherwise noted, all Shippers pay North Baja Pipeline, LLC's maximum Reservation Charge, Delivery Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- 3/ Shipper shall pay a fixed monthly reservation rate equal to \$0.11/Dth times 30.4 days for each month, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges, including but not limited to fuel retention rates, under Rate Schedule FTS-1.
- 4/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1237 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.0038 per Dth, plus, fuel, line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.
- 5/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1019 times 30.4 days for each month, plus a delivery rate of \$0.0031 per Dth, plus ACA. Shipper shall reimburse Transporter for fuel, line loss, and other unaccounted for gas in kind at a rate of 0.7%. This rate shall be fixed for the term of this Agreement.

Rate Protection Provision:

- (1) This provision applies only to gas that is delivered to NBP at Ehrenberg, AZ. To the extent NBP and Gasoducto Rosarito ("GR") separately provide long-term (greater than 364 days) firm transportation service to a Third Party Shipper in the Western Zone at a combined rate that is lower than \$0.270 per Dth on a 100% load factor basis (excluding non-pipeline surcharges), or in the Mexicali Zone at a combined rate that is lower than \$0.245 per Dth, then the rate applicable to Shipper for service on NBP shall be reduced in accordance with the following formula:

$$NR = OR - ((CTR - TPR) \times 0.4286)$$

Where: NR = New Rate level at which Shipper will receive service on NBP. Resulting unit rate will be converted to a reservation/delivery structure where the delivery rate will equal three (3) percent of the NR;

OR = Shipper's negotiated Original Rate on NBP or \$0.105 per Dth on a 100% load factor basis;

CTR = Competitive Threshold Rate which is \$0.270 per Dth for the Western Zone and \$0.245 per Dth for the Mexicali Zone; and
TPR = Third Party Rate for the combined NBP and GR path.

The Western Zone is defined as 115 degrees, 41 minutes, 21 seconds west longitude, west to the interconnection with Transportadora de Gas Natural de Baja California;

The Mexicali Zone is defined as 115 degrees, 41 minutes, 21 seconds, east to 115 degrees, 11 minutes, 50 seconds west longitude;

A Third Party Shipper is defined as a shipper that is either the owner, operator, or fuel supplier to electric generation facilities, or affiliates of NBP or GR.

- (2) This provision applies only to the portion of capacity held by Shipper in excess of 90,000 Dth.
 - (3) The New Rate shall only apply for the duration of the term of service provided to the Third Party Shipper, but in no event shall apply beyond the term of this rate protection provision.
 - (4) This provision terminates December 31, 2017. If the capacity held by Shipper is permanently assigned or released to a similarly-situated replacement shipper, the rate protection provision shall be extended to such replacement shipper.
- 6/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1019 times 30.4 days for each month, plus a delivery rate of \$0.0031 per Dth, plus ACA. Shipper shall reimburse Transporter for fuel, line loss, and other unaccounted for gas in kind at a rate of 0.7%. This rate shall be fixed for the term of this Agreement.

Rate Protection Provision:

- (1) This provision applies only to gas that is delivered to NBP at Ehrenberg, AZ. To the extent NBP and Gasoducto Rosarito ("GR") separately provide long-term (greater than 364 days) firm transportation service to a Third Party Shipper in the Western Zone at a combined rate that is lower than \$0.270 per Dth on a 100% load factor basis (excluding non-pipeline surcharges), or in the Mexicali Zone at a combined rate that is lower than \$0.245 per Dth, then the rate applicable to Shipper for service on NBP shall be reduced in accordance with the following formula:

$$NR = OR - ((CTR - TPR) \times 0.4286)$$

Where: NR = New Rate level at which Shipper will receive service on NBP.
Resulting unit rate will be converted to a reservation/delivery

structure where the delivery rate will equal three (3) percent of the NR;

OR = Shipper's negotiated Original Rate on NBP or \$0.105 per Dth on a 100% load factor basis;

CTR = Competitive Threshold Rate which is \$0.270 per Dth for the Western Zone and \$0.245 per Dth for the Mexicali Zone; and

TPR = Third Party Rate for the combined NBP and GR path.

The Western Zone is defined as 115 degrees, 41 minutes, 21 seconds west longitude, west to the interconnection with Transportadora de Gas Natural de Baja California;

The Mexicali Zone is defined as 115 degrees, 41 minutes, 21 seconds, east to 115 degrees, 11 minutes, 50 seconds west longitude;

A Third Party Shipper is defined as a shipper that is either the owner, operator, or fuel supplier to electric generation facilities, or affiliates of NBP or GR.

- (2) The New Rate shall only apply for the duration of the term of service provided to the Third Party Shipper, but in no event shall apply beyond the term of this rate protection provision.
 - (3) This provision terminates December 31, 2017. If the capacity held by Shipper is permanently assigned or released to a similarly-situated replacement shipper, the rate protection provision shall be extended to such replacement shipper.
- 7/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1147 plus a Reverse Flow Facilities Surcharge of \$0.0070 for a total of \$0.1217 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.0036 per Dth plus fuel, line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.
 - 8/ This contract contains terms that materially deviate from the Form of Service Agreement in this Tariff. This contract has been filed with the FERC.
 - 9/ The transportation rate for the Transportation Service is a negotiated rate consisting of a monthly reservation fee of US (67,532.40) which is \$0.12 times 30.42 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of US \$0.00066 per Dth plus fuel and line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges.
 - 10/ Reserved for Future Use.

- 11/ The transportation rate under this Agreement is a fixed monthly reservation rate equal to \$0.092 per dekatherm times 30.4 days for each month, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges.
- 12/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation charge of \$1.67292 per Dth and a delivery charge of \$0.00000 per Dth. Additionally, Shipper will pay NBP a monthly reservation surcharge equal to \$0.06455, (\$0.002122 times 30.42, based on an MDQ of 62,750) for the primary term of this Agreement as compensation for the installation of Pressure Regulating Facilities at the request of the Shipper. This surcharge will be adjusted upward or downwards if Shipper reduces or increases its MDQ. The adjusted rate will be current surcharge rate times the current MDQ divided by the reduced or increased MDQ amount.
- 13/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee of \$0.12 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.00066 per Dth plus fuel and line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.
- 14/ The transportation rate under this Agreement for volumes at the Primary Receipt Point and the Primary Delivery Point is a fixed monthly reservation rate of \$0.0943 per dekatherm per day, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges, plus ACA charge for the term of this Agreement

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Name of Shipper/Contract No.</u>	<u>Rate Schedule</u>	<u>Agreement Date</u>	<u>Effective Date</u>
SEFE Marketing & Trading USA Inc. #A025F1	FTS-1	9/12/09	2/24/23
Arizona Public Service Company #A027F1	FTS-1	9/21/09	3/1/10
Arizona Public Service Company #YA027F1	FTS-1 (LAT-1)	9/21/09	3/1/10
Sempra LNG Marketing Corp. #A016F3	FTS-1	6/25/08	7/1/08
Sempra Gas & Power Marketing, LLC #125154-1	FTS-1	5/31/23	6/1/23

6.14.3 Changes to Nominations.

(a) Changes to Standing Nominations.

In accordance with NAESB Standard 1.3.7, all nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Such nominations must be received by NBP's Transportation Department in accordance with the scheduling timelines set out in Section 6.14.2.

In the event NBP does not receive information of upstream or downstream adjustments, NBP shall use the lesser of the new nomination or the previous nomination.

(b) Intraday Nominations.

In accordance with NAESB Standard 1.3.8, all transportation service providers should allow for intraday nominations. Requests to amend previously scheduled nominations may be accepted during the gas day, subject to operational conditions and, further that corresponding upstream and downstream adjustments in a manner satisfactory to NBP can be confirmed. In accordance with NAESB Standard 1.3.11, such intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. A request to increase a nomination for firm transportation up to the MDQ specified in the Service Agreement will be accommodated to the extent operating conditions permit. Firm intraday nominations other than during the Intraday 3 Nomination Cycle shall have priority over nominated and scheduled interruptible volumes. A request to increase a nomination for interruptible transportation shall be permitted only to the extent that capacity is available and that no displacement of other interruptible transportation occurs. Such changes will become effective only when system-operating conditions, as determined by NBP, permit changes to occur.

Intraday Nominations may not roll-over and will replace the Standing Nomination only for the duration of the Gas Day. Quantities for Intraday Nominations will be expressed in Dth, and represent the total quantities to be delivered prior to the end of the effective Gas Day.

- (c) In accordance with NAESB Standard 1.3.9, all nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination if not otherwise addressed in the Service Agreement or Tariff.

6.34 COMPLAINT PROCEDURES

1. Any Shipper or potential Shipper may register a complaint regarding requested or provided transportation service. The complaint should be communicated to NBP's Chief Compliance Officer (CCO) either by e-mail, by registered or certified mail, or by hand delivery. The CCO's appropriate contact information is available via NBP's Internet website.

Written and Internet website-submitted complaints must contain the following minimum information:

- Shipper or potential Shipper's name, address, and telephone number;
- Shipper or potential Shipper's contact representative;
- A clear, concise statement of the complaint.

Each complaint will be recorded in NBP's Transportation Service Complaint Log maintained by NBP's Gas Transportation and Services Department. Complaints will be logged by date and time received by NBP.

2. NBP will initially respond to each complaint within forty-eight (48) hours after the complaint is received by NBP, and NBP will provide a written response to each complaint within thirty (30) days after the complaint is received by NBP. NBP's written response will be sent to Shipper or potential Shipper by certified or registered mail. If the complaint was filed via the Internet website, then NBP shall respond via the Internet website. A copy of all complaints will be filed in the Transportation Service Complaint Log.

FORM OF SERVICE AGREEMENT - FIRM TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Firm Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of

notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II

Quantity of Gas and Points of Receipt and Delivery

1. The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

1. The service commencement date is _____, and service shall continue until _____.

(Evergreen, if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ unless _____ gives at least _____ written notice prior to the termination date of this Agreement of its desire to terminate this Agreement.

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff.

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff; (b) exists by virtue of this Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.10; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
7. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - YUMA LATERAL FIRM TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1 LATERAL RATE SCHEDULE (LAT-1)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Firm Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC") contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II

Quantity of Gas and Points of Receipt and Delivery

1. The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

1. The service commencement date is _____, and service shall continue until _____.

(Evergreen, if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ unless _____ gives at least _____ written notice prior to the termination date of this Agreement of its desire to terminate this Agreement.

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff.

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff; (b) exists by virtue of this Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.10; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

IV
Rate(s), Rate Schedule(s),
and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
4. The following provision is___/is not___ applicable to this Agreement:
In addition to the rate established for the NBP-Yuma Lateral, in accordance with Section 6.6 paragraph 3 of NBP's General Terms and Conditions of Service, Shipper also agrees to pay any Third Party Charges which may be incurred by NBP for transportation services on the Gasoducto Rosarito ("GR")-Algodones Lateral necessary to provide transportation services on the GR-Algodones Lateral as provided in Exhibit A.

V
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement consistent with NBP's tariff.
3. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the

parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper"

Attention: _____

4. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
5. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
6. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - INTERRUPTIBLE TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE ITS-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule ITS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I

General

1. Pursuant to the terms of this Interruptible Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule ITS-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable.

Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedules, and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule ITS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule ITS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP that have a higher priority of service.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

7. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - YUMA LATERAL INTERRUPTIBLE
TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE ITS-1 LATERAL RATE SCHEDULE (LAT-1)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule ITS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Interruptible Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC") contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or

termination of service under this Agreement and Rate Schedule ITS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedule(s), and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule ITS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule ITS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP that have a higher priority of service.
5. The following provision is ___/is not___ applicable to this Agreement: In addition to the rate established for the NBP-Yuma Lateral, in accordance with Section 6.6 paragraph 3 of NBP's General Terms and Conditions of Service, Shipper also agrees to pay any Third Party Charges which may be incurred by NBP for transportation services on the Gasoducto Rosarito ("GR") - Algodones Lateral necessary to provide transportation service on the GR-Algodones Lateral.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement consistent with NBP's tariff.
3. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper"

Attention: _____

4. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

5. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

6. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - PARKING AND LENDING SERVICE

FORM OF SERVICE AGREEMENT

APPLICABLE TO PARKING AND LENDING SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE PAL-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to park or loan certain quantities of natural gas at various points on NBP's system; and

WHEREAS, NBP is willing to park or loan certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule PAL-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Parking and Lending Service Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule PAL-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedules, and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule PAL-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.
2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PAL-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP having a higher priority of service.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
7. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

Reserved for Future Use

Appendix B

North Baja Pipeline, LLC FERC Gas Tariff, First Revised Volume No. 1

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
First Revised Volume No. 1 (Title Page)	v.2.0.0
1 Table of Contents	v.8.0.0
4.2.1 Statement of Rates, Negotiated Rate Agreements – Rate Schedule FTS-1	v.10.0.0
4.2.2 Statement of Rates, Explanatory Footnotes for Negotiated Rates FTS-1	v.10.0.0
4.3 Statement of Rates, Non-Conforming Service Agreements	v.6.0.0
6.14.3 General Terms and Conditions, Changes to Nominations	v.3.0.0
6.34 General Terms and Conditions, Complaint Procedures	v.3.0.0
7.1 Service Agreements, Rates Schedule FTS-1	v.6.0.0
7.2 Service Agreements, Rates Schedule FTS-1 (LAT-1)	v.6.0.0
7.3 Service Agreements, Rates Schedule ITS-1	v.6.0.0
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7.5 Service Agreements, Rates Schedule PAL-1	v.6.0.0
8.3 Non-conf w/ Neg Rates, Reserved for Future Use	v.1.0.0

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
OF
NORTH BAJA PIPELINE, LLC
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed To:

[Sorana Linder](#)~~Joan Collins~~
[Director, Rates, Tariffs, and Modernization](#)~~Manager, Tariffs~~
~~and Compliance~~

North Baja Pipeline, LLC

Mailing Address: P.O. Box 2446

Houston, TX 77252-2446

Courier Address: 700 Louisiana Street, Suite 13700

Houston, Texas 77002-2700

Phone: (832) 320-5209~~651~~

~~Fax: (832) 320-6651~~

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STATEMENT OF EFFECTIVE RATES AND CHARGES

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE FTS-1

SHIPPER	TERM OF CONTRACT	DTH/D	PRIMARY RECEIPT POINT	PRIMARY DELIVERY POINT	RATE /2
Energia Azteca X, S. de R.L. de C.V. /1	09/01/02 - 03/31/28	135,000	Ehrenberg	US-Mexico Border	/5
Energia de Baja California, S. S. de R.L. de C.V. /1	09/01/02 - 03/31/28	37,000	Ehrenberg	US-Mexico Border	/6
Arizona Public Service Company /8 (LAT-1 Service)	03/13/10 - 02/28/25	62,750	US-Mexico Border at Yuma, AZ in the vicinity of County 10 th Street	Yucca Power Plant, Yuma, Arizona	<u>/12</u>
Arizona Public Service Company /8	03/13/10 - 02/28/25	11,000	Ehrenberg	US-Mexico Border	<u>/13</u>
Sempra LNG Marketing Corp. /1	02/29/28 <u>7/1/08 -</u>	125,000	Ehrenberg	Ogilby	/4
Sempra LNG Marketing Corp. /8	07/01/08 - 02/14/28	85,000	US-Mexico Border	SoCalGas	/4
Sempra LNG Marketing, LLC /8	06/01/10 - 02/28/23	105,000	US Mexico Border	SoCalGas	/7
Imperial Irrigation District /1	04/01/11 - 03/31/31	18,500	Ehrenberg	US-Mexico Border	/9
Sempra LNG Marketing, LLC /1	03/01/19 - 04/30/28	100,000	Ehrenberg	Ogilby	/3

Sempra LNG International, LLC /1	06/01/19 02/29/28	63,670	Ehrenberg	Ogilby	/11
Energia de Baja California, S. S. de R.L. de C.V. /1	02/01/22 12/31/22	15,000	Ehrenberg	Ogilby	/12
Sempra Gas & Power Marketing	01/01/23 07/31/2023	85,000	Ogilby	Blythe	/13
Sempra Gas & Power Marketing	06/01/23 - 5/31/2043	495,000	Ehrenberg	Ogilby	/14

Explanatory Footnotes for Negotiated Rates
Under Rate Schedule FTS-1

- 1/ This contract does not deviate in any material aspect from the Form of Service Agreement in this Tariff.
- 2/ Unless otherwise noted, all Shippers pay North Baja Pipeline, LLC's maximum Reservation Charge, Delivery Charge, ACA, and contribute fuel in-kind in accordance with this Tariff.
- 3/ Shipper shall pay a fixed monthly reservation rate equal to \$0.11/Dth times 30.4 days for each month, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges, including but not limited to fuel retention rates, under Rate Schedule FTS-1.
- 4/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1237 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.0038 per Dth, plus, fuel, line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.
- 5/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1019 times 30.4 days for each month, plus a delivery rate of \$0.0031 per Dth, plus ACA. Shipper shall reimburse Transporter for fuel, line loss, and other unaccounted for gas in kind at a rate of 0.7%. This rate shall be fixed for the term of this Agreement.

Rate Protection Provision:

- (1) This provision applies only to gas that is delivered to NBP at Ehrenberg, AZ. To the extent NBP and Gasoducto Rosarito ("GR") separately provide long-term (greater than 364 days) firm transportation service to a Third Party Shipper in the Western Zone at a combined rate that is lower than \$0.270 per Dth on a 100% load factor basis (excluding non-pipeline surcharges), or in the Mexicali Zone at a combined rate that is lower than \$0.245 per Dth, then the rate applicable to Shipper for service on NBP shall be reduced in accordance with the following formula:

$$NR = OR - ((CTR - TPR) \times 0.4286)$$

Where: NR = New Rate level at which Shipper will receive service on NBP. Resulting unit rate will be converted to a reservation/delivery structure where the delivery rate will equal three (3) percent of the NR;

OR = Shipper's negotiated Original Rate on NBP or \$0.105 per Dth on a 100% load factor basis;

CTR = Competitive Threshold Rate which is \$0.270 per Dth for the Western Zone and \$0.245 per Dth for the Mexicali Zone; and
TPR = Third Party Rate for the combined NBP and GR path.

The Western Zone is defined as 115 degrees, 41 minutes, 21 seconds west longitude, west to the interconnection with Transportadora de Gas Natural de Baja California;

The Mexicali Zone is defined as 115 degrees, 41 minutes, 21 seconds, east to 115 degrees, 11 minutes, 50 seconds west longitude;

A Third Party Shipper is defined as a shipper that is either the owner, operator, or fuel supplier to electric generation facilities, or affiliates of NBP or GR.

- (2) This provision applies only to the portion of capacity held by Shipper in excess of 90,000 Dth.
 - (3) The New Rate shall only apply for the duration of the term of service provided to the Third Party Shipper, but in no event shall apply beyond the term of this rate protection provision.
 - (4) This provision terminates December 31, 2017. If the capacity held by Shipper is permanently assigned or released to a similarly-situated replacement shipper, the rate protection provision shall be extended to such replacement shipper.
- 6/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1019 times 30.4 days for each month, plus a delivery rate of \$0.0031 per Dth, plus ACA. Shipper shall reimburse Transporter for fuel, line loss, and other unaccounted for gas in kind at a rate of 0.7%. This rate shall be fixed for the term of this Agreement.

Rate Protection Provision:

- (1) This provision applies only to gas that is delivered to NBP at Ehrenberg, AZ. To the extent NBP and Gasoducto Rosarito ("GR") separately provide long-term (greater than 364 days) firm transportation service to a Third Party Shipper in the Western Zone at a combined rate that is lower than \$0.270 per Dth on a 100% load factor basis (excluding non-pipeline surcharges), or in the Mexicali Zone at a combined rate that is lower than \$0.245 per Dth, then the rate applicable to Shipper for service on NBP shall be reduced in accordance with the following formula:

$$NR = OR - ((CTR - TPR) \times 0.4286)$$

Where: NR = New Rate level at which Shipper will receive service on NBP.
Resulting unit rate will be converted to a reservation/delivery

structure where the delivery rate will equal three (3) percent of the NR;

OR = Shipper's negotiated Original Rate on NBP or \$0.105 per Dth on a 100% load factor basis;

CTR = Competitive Threshold Rate which is \$0.270 per Dth for the Western Zone and \$0.245 per Dth for the Mexicali Zone; and

TPR = Third Party Rate for the combined NBP and GR path.

The Western Zone is defined as 115 degrees, 41 minutes, 21 seconds west longitude, west to the interconnection with Transportadora de Gas Natural de Baja California;

The Mexicali Zone is defined as 115 degrees, 41 minutes, 21 seconds, east to 115 degrees, 11 minutes, 50 seconds west longitude;

A Third Party Shipper is defined as a shipper that is either the owner, operator, or fuel supplier to electric generation facilities, or affiliates of NBP or GR.

- (2) The New Rate shall only apply for the duration of the term of service provided to the Third Party Shipper, but in no event shall apply beyond the term of this rate protection provision.
 - (3) This provision terminates December 31, 2017. If the capacity held by Shipper is permanently assigned or released to a similarly-situated replacement shipper, the rate protection provision shall be extended to such replacement shipper.
- 7/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee equal to \$0.1147 plus a Reverse Flow Facilities Surcharge of \$0.0070 for a total of \$0.1217 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.0036 per Dth plus fuel, line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.
 - 8/ This contract contains terms that materially deviate from the Form of Service Agreement in this Tariff. This contract has been filed with the FERC.
 - 9/ The transportation rate for the Transportation Service is a negotiated rate consisting of a monthly reservation fee of US (67,532.40) which is \$0.12 times 30.42 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of US \$0.00066 per Dth plus fuel and line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges.
 - 10/ ~~The term of the agreement 07/01/2008 to 08/31/2022, subject to Article III Section 1 of the agreement. Article III Section 1 provides that effective only upon commencement of firm natural gas transportation service related to the expansion capacity that is the subject of a~~

~~potential precedent agreement executed between North Baja and Shipper regarding capacity on North Baja's potential North Baja XPress expansion project, such service shall continue until February 29, 2028. Reserved for Future Use.~~

- 11/ The transportation rate under this Agreement is a fixed monthly reservation rate equal to \$0.092 per dekatherm times 30.4 days for each month, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges.
- 12/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation charge of \$1.67292 per Dth and a delivery charge of \$0.00000 per Dth. Additionally, Shipper will pay NBP a monthly reservation surcharge equal to \$0.06455, (\$0.002122 times 30.42, based on an MDQ of 62,750) for the primary term of this Agreement as compensation for the installation of Pressure Regulating Facilities at the request of the Shipper. This surcharge will be adjusted upward or downwards if Shipper reduces or increases its MDQ. The adjusted rate will be current surcharge rate times the current MDQ divided by the reduced or increased MDQ amount. ~~This contract results from the award of released capacity service under Rate Schedule FTS-1 pursuant to NBP's Tariff. The transportation rate under this Agreement consists of a monthly reservation rate equal to \$0.0000, plus a negotiated commodity rate of \$0.0031 per Dth. This rate includes all applicable surcharges and shall be fixed for the term of this Agreement.~~
- 13/ The transportation rate under this Agreement is a negotiated rate consisting of a monthly reservation fee of \$0.12 times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of \$0.00066 per Dth plus fuel and line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement. ~~This contract results from the award of released capacity service under Rate Schedule FTS-1 pursuant to NBP's Tariff. The transportation rate under this Agreement consists of a monthly reservation rate equal to \$0.0000, plus a negotiated commodity rate of \$0.0038 per Dth. This rate includes all applicable surcharges and shall be fixed for the term of this Agreement.~~
- 14/ The transportation rate under this Agreement for volumes at the Primary Receipt Point and the Primary Delivery Point is a fixed monthly reservation rate of \$0.0943 per dekatherm per day, as well as all maximum applicable commodity rates, and all reservation and commodity surcharges, plus ACA charge for the term of this Agreement

NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO § 154.112(b)

Name of Shipper/Contract No.	Rate Schedule	Agreement Date	Effective Date
SEFE Marketing & Trading USA Inc. #A025F1	FTS-1	9/12/09	2/24/23
Arizona Public Service Company #A027F1	FTS-1	9/21/09	3/1/10
Arizona Public Service Company #A027H	ITS 1	9/21/09	3/1/10
Arizona Public Service Company #YA027F1	FTS-1 (LAT-1)	9/21/09	3/1/10
Sempra LNG Marketing Corp. #A016F3	FTS-1	6/25/08	7/1/08
MGI Supply Limited #A003H	ITS 1	5/28/08	7/1/08
Sempra LNG Marketing, LLC #A016F4	FTS 1	6/25/08	7/1/08
Sempra Gas & Power Marketing, LLC #125154-1	FTS-1	5/31/23	6/1/23

6.14.3 Changes to Nominations.

(a) Changes to Standing Nominations.

In accordance with NAESB Standard 1.3.7, all nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Such nominations must be received by NBP's Transportation Department in accordance with the scheduling timelines set out in Section 6.14.2.

In the event NBP does not receive information of upstream or downstream adjustments, NBP shall use the lesser of the new nomination or the previous nomination.

(b) Intraday Nominations.

In accordance with NAESB Standard 1.3.8, all transportation service providers should allow for intraday nominations. Requests to amend previously scheduled nominations may be accepted during the gas day, subject to operational conditions and, further that corresponding upstream and downstream adjustments in a manner satisfactory to NBP can be confirmed. In accordance with NAESB Standard 1.3.11, such intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. A request to increase a nomination for firm transportation up to the MDQ specified in the Service Agreement will be accommodated to the extent operating conditions permit. Firm intraday nominations other than during the Intraday ~~32~~ Nomination Cycle shall have priority over nominated and scheduled interruptible volumes. A request to increase a nomination for interruptible transportation shall be permitted only to the extent that capacity is available and that no displacement of other interruptible transportation occurs. Such changes will become effective only when system-operating conditions, as determined by NBP, permit changes to occur.

Intraday Nominations may not roll-over and will replace the Standing Nomination only for the duration of the Gas Day. Quantities for Intraday Nominations will be expressed in Dth, and represent the total quantities to be delivered prior to the end of the effective Gas Day.

- (c) In accordance with NAESB Standard 1.3.9, all nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination if not otherwise addressed in the Service Agreement or Tariff.

6.34 COMPLAINT PROCEDURES

1. Any Shipper or potential Shipper may register a complaint regarding requested or provided transportation service. The complaint ~~may~~ should be communicated to NBP's ~~Director, Commercial Services~~ Chief Compliance Officer (CCO) either by e-mail, ~~which may be found through NBP's Internet website,~~ or by registered or certified mail, or by hand ~~delivered-delivery.to:~~ The CCO's appropriate contact information is available via NBP's Internet website.

~~North Baja Pipeline, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Director, Commercial Services~~

Written and Internet website-submitted complaints must contain the following minimum information:

- Shipper or potential Shipper's name, address, and telephone number;
- Shipper or potential Shipper's contact representative;
- A clear, concise statement of the complaint.

Each complaint will be recorded in NBP's Transportation Service Complaint Log maintained by NBP's Gas Transportation and Services Department ~~located in Houston, Texas~~. Complaints will be logged by date and time received by NBP.

2. NBP will initially respond to each complaint within forty-eight (48) hours after the complaint is received by NBP, ~~receives it.~~ and NBP will provide a written response to each complaint within thirty (30) days after the complaint is received by NBP ~~receives it~~. NBP's written response will be sent to Shipper or potential Shipper by certified or registered mail. If the complaint was filed via the Internet website, then NBP shall respond via the Internet website. A copy of all complaints will be filed in the Transportation Service Complaint Log.

FORM OF SERVICE AGREEMENT - FIRM TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Firm Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of

notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II

Quantity of Gas and Points of Receipt and Delivery

1. The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

1. The service commencement date is _____, and service shall continue until _____.

(Evergreen, if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ unless _____ gives at least _____ written notice prior to the termination date of this Agreement of its desire to terminate this Agreement.

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff.

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff; (b) exists by virtue of this Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.10; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

IV
Rate(s), Rate Schedules,
and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

V
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to the Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial ~~Services~~Operations

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
7. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - YUMA LATERAL FIRM TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1 LATERAL RATE SCHEDULE (LAT-1)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for firm transportation service under Rate Schedule FTS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Firm Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC") contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II

Quantity of Gas and Points of Receipt and Delivery

1. The point(s) of receipt and delivery, and the maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A, attached hereto, and incorporated herein by reference in its entirety and made a part hereof for all purposes.

III

Term

1. The service commencement date is _____, and service shall continue until _____.

(Evergreen, if applicable)

Thereafter, this Agreement shall continue in full force and effect for an additional term of _____ unless _____ gives at least _____ written notice prior to the termination date of this Agreement of its desire to terminate this Agreement.

(if applicable)

Shipper shall have a regulatory right of first refusal as set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff.

(if applicable)

Shipper shall have a contractual right of first refusal which (a) shall be exercised consistent with the procedures set forth in Section 6.10 of the General Terms and Conditions of NBP's Tariff; (b) exists by virtue of this Agreement, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.10; and (c) shall not extend or apply to any subsequent agreement or amendment arising from the exercise thereof.

(if applicable)

Shipper shall not have a right of first refusal.

IV
Rate(s), Rate Schedule(s),
and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
4. The following provision is___/is not___ applicable to this Agreement:
In addition to the rate established for the NBP-Yuma Lateral, in accordance with Section 6.6 paragraph 3 of NBP's General Terms and Conditions of Service, Shipper also agrees to pay any Third Party Charges which may be incurred by NBP for transportation services on the Gasoducto Rosarito ("GR")-Algodones Lateral necessary to provide transportation services on the GR-Algodones Lateral as provided in Exhibit A.

V
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement consistent with NBP's tariff.
3. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the

parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial ~~Services~~Operations

"Shipper"

Attention: _____

4. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
5. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
6. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____

North Baja Pipeline, LLC
FERC Gas Tariff
First Revised Volume No. 1

PART 7.2
7.2 - Service Agmts
Rate Schedule FTS-1 (LAT-1)
v.6.0.0 Superseding v.5.0.0

Title: _____

Issued: August 15, 2024
Effective: September 15, 2024

Docket No.
Accepted:

FORM OF SERVICE AGREEMENT - INTERRUPTIBLE TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE ITS-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule ITS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Interruptible Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule ITS-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable.

Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedules, and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule ITS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule ITS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP that have a higher priority of service.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial ~~Services~~[Operations](#)

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

- Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - YUMA LATERAL INTERRUPTIBLE
TRANSPORTATION

FORM OF SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE ITS-1 LATERAL RATE SCHEDULE (LAT-1)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to transport certain quantities of natural gas; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule ITS-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Interruptible Transportation Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC") contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or

termination of service under this Agreement and Rate Schedule ITS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedule(s), and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule ITS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.

2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule ITS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.

4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP that have a higher priority of service.
5. The following provision is ___/is not___ applicable to this Agreement: In addition to the rate established for the NBP-Yuma Lateral, in accordance with Section 6.6 paragraph 3 of NBP's General Terms and Conditions of Service, Shipper also agrees to pay any Third Party Charges which may be incurred by NBP for transportation services on the Gasoducto Rosarito ("GR") - Algodones Lateral necessary to provide transportation service on the GR-Algodones Lateral.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement consistent with NBP's tariff.
3. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial ~~Services~~Operations

"Shipper"

Attention: _____

4. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

5. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

6. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

FORM OF SERVICE AGREEMENT - PARKING AND LENDING SERVICE

FORM OF SERVICE AGREEMENT

APPLICABLE TO PARKING AND LENDING SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE PAL-1

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and _____ (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper desires NBP, on an interruptible basis, to park or loan certain quantities of natural gas at various points on NBP's system; and

WHEREAS, NBP is willing to park or loan certain quantities of natural gas for Shipper, on an interruptible basis, (if applicable) and

WHEREAS, NBP and Shipper previously made and entered into Contract No. _____ on _____ for interruptible transportation service under Rate Schedule PAL-1. Service under Contract No. _____ commenced on _____, as reflected in Section 3.1 herein. NBP and Shipper now desire to amend, restate, and supersede any prior agreements associated with services provided hereunder;

NOW, THEREFORE, the parties agree as follows:

I
General

1. Pursuant to the terms of this Parking and Lending Service Agreement ("Agreement"), NBP agrees to provide Shipper interstate natural gas transportation service, and Shipper agrees to pay NBP for such services.
2. This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time, and all other applicable laws and regulations.
3. Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule PAL-1. Shipper shall

reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.

4. (if applicable) As of _____, the terms and conditions of this Amended and Restated Agreement No. _____ represent the agreement between NBP and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number as this Agreement and dated _____.

II Term

1. The service commencement date is _____, and service shall continue until _____, or until terminated by Shipper or NBP upon thirty (30) days written notice.

III Rate(s), Rate Schedules, and General Terms and Conditions of Service

1. Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule PAL-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event NBP and Shipper mutually agree on a rate other than the Recourse Rate, that rate, and any provisions governing such rate, shall be set forth herein, or through the customer activities link on NBP's Internet website.
2. This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule PAL-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
3. NBP shall have the right to file with the FERC any changes in the terms or rates/charges applicable to any of its Rate Schedules, General Terms and Conditions of Service or Form of Service Agreement as NBP may deem necessary, and to make such changes effective at such times as NBP desires and is possible under applicable law. Shipper may protest any filed changes before FERC and exercise any other rights it may have with respect thereto.
4. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of NBP having a higher priority of service.

IV
Miscellaneous

1. This Agreement shall be interpreted according to the laws of the State of California.
2. Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.
3. Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
4. Unless herein provided to the contrary, all notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

"NORTH BAJA PIPELINE, LLC"
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial ~~Services~~Operations

"Shipper"

Attention: _____

5. All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
6. This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
7. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By Its Operator, TRANSCANADA NORTHERN BORDER INC.

By: _____
Name: _____
Title: _____

SHIPPER

By: _____
Name: _____
Title: _____

~~North Baja Pipeline, LLC
FERC NGA Gas Tariff
First Revised Volume No. 1~~

~~PART 8.3
Non-conforming Agmt with Neg Rate
Sempra LNG Marketing, LLC FTS-1 Agmt (#A016F4)
v.0.0.0~~

Reserved for Future Use

~~Firm Transportation Service Agreement
Rate Schedule FTS 1~~

~~Sempra LNG Marketing, LLC
(#A016F4)~~

~~Agreement Effective Date: June 1, 2010~~

~~Issued: June 1, 2010
Effective: June 1, 2010~~

(Option Code A)

~~FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN~~

~~NORTH BAJA PIPELINE, LLC
AND
SEMPRA LNG MARKETING, LLC~~

~~UNDER RATE SCHEDULE FTS-1~~

~~THIS AGREEMENT is made and entered into this 17th day of May, 2010, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and Sempra LNG Marketing, LLC (formerly known as Sempra Energy LNG Marketing Corp.), (hereinafter referred to as "Shipper").~~

~~WHEREAS, NBP owns and operates a bi-directional natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of El Paso Natural Gas Company, near Ehrenberg, Arizona, through the states of Arizona and California and terminating at a point of interconnection with Gasoducto Bajanorte at the International Boundary with Mexico, west of Yuma, Arizona; and~~

~~WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas from an interconnection with the facilities of Gasoducto Bajanorte S. de R.L. de C.V. at the international border between Yuma, Arizona and Mexicali, North Baja Mexico to an interconnection with the facilities of Southern California Gas Company ("SoCal Gas") near Blythe, California; and~~

~~WHEREAS, Shipper is the recipient of released capacity from Termoelectrica de Mexicali, S. de R.L. de C. V., as part of a pre-arranged Capacity Release agreement approved by the FERC in an order issued June 20, 2005; and~~

~~WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis;~~

~~NOW, THEREFORE, the parties agree as follows:~~

I

Governmental Authority

- ~~1.1 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time.~~
- ~~1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.~~

- 1.3 ~~Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the domestic exportation and subsequent Mexican importation of natural gas transported by NBP hereunder.~~

~~II~~

~~Quantity of Gas and Priority of Service~~

- 2.1 ~~Subject to the terms and provisions of this Agreement and NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1, daily receipts of gas by NBP from Shipper at the point(s) of receipt shall be equal to daily Deliveries of gas by NBP to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to NBP an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in NBP's FERC Gas Tariff. Any limitations of the quantities to be received from each point of receipt and/or delivered to each point of delivery shall be as specified on the Exhibit A attached hereto.~~
- 2.2 ~~The maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A.~~
- 2.3 ~~In providing service to its existing or new customers, NBP will use the priorities of service specified in Paragraph 13 of NBP's General Terms and Conditions of Service on file with the FERC.~~
- 2.4 ~~Prior to initiation of service, Shipper shall provide NBP with any information required by the FERC, as well as all information identified in NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1.~~

~~III~~

~~Term of Agreement~~

- 3.1 ~~This Agreement shall become effective upon execution. Service shall commence on June 1, 2010, and, and shall continue until February 28, 2023, and thereafter as may be extended in accordance with Exhibit B.~~

IV**Points of Receipt and Delivery**

- 4.1 ~~The point(s) of receipt of gas deliveries to NBP is as designated in Exhibit A, attached hereto.~~
- 4.2 ~~The point(s) of delivery of gas to Shipper is as designated in Exhibit A, attached hereto.~~
- 4.3 ~~Unless otherwise agreed, Shipper shall deliver or cause to be delivered to NBP the gas to be transported hereunder at pressures sufficient to deliver such gas into NBP's system at the point(s) of receipt. Unless prevented from doing so because of conditions existing on a pipeline upstream of the facilities of NBP that are beyond NBP's responsibility and that cause a material deviation from the design assumptions for receipt of gas by NBP as reflected in NBP's filing with FERC for approval to construct and operate facilities under section 7(e) of the Natural Gas Act, NBP shall deliver gas to Shipper at the interconnection with SoCal Gas at the pressure, given the design of the SoCal Gas system at the time of NBP's certificate application, sufficient to allow full delivery of Shipper's MDQ into the SoCal Gas system.~~

V**Operating Procedure**

- 5.1 ~~Shipper shall conform to the operating procedures set forth in NBP's General Terms and Conditions.~~
- 5.2 ~~NBP shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to NBP's General Terms and Conditions of Service applicable to Rate schedule FTS-1.~~

VI**Rate(s), Rate Schedules,
and General Terms and Conditions of Service**

- 6.1 ~~Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.~~

~~In the event NBP and Shipper agree on a Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in Exhibit B attached hereto.~~

- 6.2 ~~Shipper shall compensate NBP each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.~~
- 6.3 ~~This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General~~

~~Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof~~

- 6.4 ~~NBP shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of NBP's General Terms and Conditions of Service applicable to such services. Shipper shall have the right to protest any such changes proposed by NBP and to exercise any other rights that Shipper may have with respect thereto. Notwithstanding the foregoing, NBP and Shipper agree not to initiate any proceeding before the FERC with respect to an increase or decrease in any negotiated rate set forth in Exhibit B hereto during the primary term.~~

VII

Miscellaneous

- 7.1 ~~This Agreement shall be interpreted according to the laws of the State of California.~~
- 7.2 ~~Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto.~~
- 7.3 ~~Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.~~
- 7.4 ~~Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail with all postage or charges prepaid, to either NBP or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail, facsimile or email (return notification received). Unless changed, the addresses of the parties for legal notices are as follows:~~

Transporter:

~~NORTH BAJA PIPELINE, LLC
P.O. Box 2446
Houston, TX 77252-2446
Attention: Associate General Counsel~~

Shipper:

~~SEMPRA LNG MARKETING, LLC
101 Ash Street
San Diego, CA 92101~~

~~Attention: President
Phone: 619.696.4634
Fax: 619.696.4609~~

~~With a copy to:~~

~~SEMPRA LNG
101 Ash Street
San Diego, CA 92101
Attention: Chief Counsel
Phone: 619.696.4354
Fax: 619.696.4310~~

~~Unless changed, the addresses for the parties for routine communications, including monthly statements and payments are as follows:~~

~~Transporter:~~

~~"NORTH BAJA PIPELINE, LLC"
717 Texas Street, Suite 2400
Houston, TX 77002-2761
Attention: Accounting~~

~~Shipper:~~

~~SEMPRA LNG MARKETING, LLC
101 Ash Street
San Diego, CA 92101
Attention: President
Phone: 619.696.4634
Fax: 619.696.4609~~

~~With a copy to:~~

~~SEMPRA LNG
101 Ash Street
San Diego, CA 92101
Phone 619.696.4354
Fax: 619.696.4310~~

- ~~7.5 All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.~~
- ~~7.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.~~

- 7.7 ~~Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.~~
- 7.8 ~~This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by permanent transportation authority.~~
- 7.9 ~~Exhibit(s) A and B attached hereto contain certain additional provisions that are applicable to this Agreement and are incorporated herein by reference and made a part hereof for all purposes. In the event of any conflict between the body of this Agreement and such exhibits, the exhibits shall control.~~

~~IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.~~

~~NORTH BAJA PIPELINE, LLC~~

~~SEMPRA LNG MARKETING, LLC~~

By:

~~ JP~~

By:

~~ WDR~~

Name

~~Gary Charette
VP-US Commercial Operations~~

Name:

~~DARREL L. HULSE~~

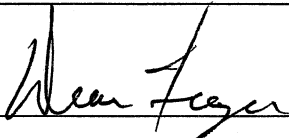
Title:

~~_____~~

Title:

~~PRESIDENT~~

By:

~~ JDF~~

Name:

~~Dean Ferguson~~

Title:

~~Vice President~~

~~adc 5/14/10~~

EXHIBIT A

~~TO THE FIRM TRANSPORTATION AGREEMENT~~

~~Dated: April 21, 2010~~

Between

~~NORTH BAJA PIPELINE, LLC~~

and

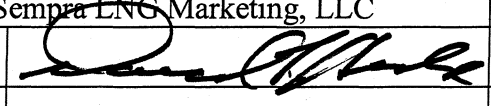
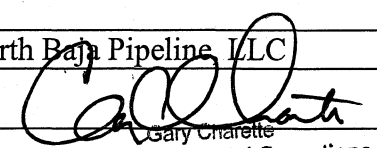
~~SEMPRA LNG MARKETING, LLC~~

Delivery Point	Receipt Point	Maximum Daily Quantity Dth/d*
SoCal Gas	Gasoducto Bajanorte	105,000

~~Pressure: Unless prevented because conditions existing on a pipeline upstream of the facilities of NBP that are beyond NBP's responsibility and that cause a material deviation from the design assumptions for receipt of gas by NBP, as reflected in NBP's filing with FERC for approval to construct and operate facilities under Section 7(c) of the Natural Gas Act, NBP shall deliver gas to Shipper at the interconnection with SoCal Gas at the pressure, given the design of the SoCal Gas system at the time of NBP's certificate application, sufficient to allow fully delivery Shipper's MDQ into the SoCal Gas System.~~

~~* Shipper MDQ will be based on the assumption that gas is delivered with a heating value of at least 995 Btu/cf. Nothing herein limits Shipper from delivering gas with differing heating value (provided such gas otherwise meets the requirements of NBP's tariff).~~

~~** The SoCal Gas Delivery Point is within the path between the Receipt Point of the El Paso Natural Gas Company Delivery Point. Shipper shall retain the right to change Primary Delivery Points in accordance with NBP's Tariff. To the extent the Shipper allocates some or all of its MDQ to the SoCal Gas Delivery Point, it has the right to utilize the El Paso Natural Gas Company Delivery Point, on a secondary basis, at no additional cost.~~

Sempra LNG Marketing, LLC		North Baja Pipeline, LLC	
Signed:		Signed:	
Name:	Darcel L. Hulse	Name:	VP US Commercial Operations
Title:	President	Title:	
Date:	4/30/2010	Date:	5/19/10

add 5/19/10.

JAN

EXHIBIT B**~~TO THE FIRM TRANSPORTATION SERVICE AGREEMENT~~**Dated: ~~April 21, 2010~~

Between

~~NORTH BAJA PIPELINE, LLC~~
and
~~SEMPRA LNG MARKETING, LLC~~

1. ~~Negotiated Rate:~~

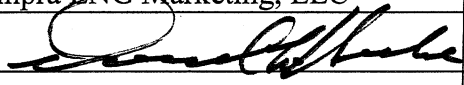

~~The transportation rate for the Transportation Service is a negotiated rate consisting of a monthly reservation fee of US \$0.1147 (zero point eleven forty seven Dollars currency of the US) plus a Reverse Flow Facilities Surcharge of US \$ 0.0070 (zero point zero zero seven Dollars currency of the US) for a total of US \$0.1217 (zero point twelve seventeen Dollars currency of the US) times 30.4 days for each month, times the Maximum Daily Quantity, plus a volumetric rate of US \$0.0036 (zero point zero zero thirty six Dollars currency of the US) per Dth plus, fuel and line loss and unaccounted for gas as set forth in the Tariff and any and all applicable surcharges. This rate shall be fixed for the term of this Agreement.~~

2. ~~Evergreen Rights upon Expiration of the Extended Term:~~

~~At the conclusion of the term of service Sempra LNG Marketing, LLC. (and/or its successors or assigns) (sometimes referred to herein as "Shipper") shall have the right, but not the obligation, to extend the term as set forth herein:~~

- (a) **~~One Year Extension Option:~~** ~~Shipper may extend the term of this contract for a period of up to one (1) year past the end of the then existing term, subject to an election one (1) year in advance of the end of the then existing term. At the end of this extension, the contract shall terminate unless Shipper has also exercised its option to use a Five Year Extension Option under Section 3(b) below.~~
- (b) **~~Five Year Extension Options:~~** ~~Shipper in its sole discretion may extend the term for (a) a period of five (5) years past the Extended Term termination date or five (5) years after the end of the up to one year extension as provided in Paragraph 3(a) above, subject to an election two (2) years in advance of the end of the Extended Term (coincident with the notice to be provided under the one year extension option provided in the Paragraph 3(a) above); and (b) to extend the term for a second period of five (5) years, subject to an election two (2) years in advance of the end of the first five (5) year extension.~~

~~3. **Rate Applicable to Extensions:** The rate for service for the Extended Term or under any Extension Option shall be a fixed negotiated rate equal to the 100 percent load factor equivalent of the maximum tariff rate otherwise applicable to such service on the first day of the Extended Term or of each such subsequent extension. For avoidance of doubt, in the event Shipper exercises multiple extensions, the fixed, negotiated rate will be reset on the first day of each such extension. The rate design shall be a fixed reservation charge equal to 98% of the 100% load factor equivalent of the maximum tariff rate per Dth times 30.42 days in each month times the contract MDQ. In addition, there will be a volumetric rate of 2% of the 100% load factor rate which will apply to each Dth shipped, plus fuel and any applicable surcharges.~~

Sempra LNG Marketing, LLC		North Baja Pipeline, LLC	
Signed:		Signed:	
Name:	Darcel L. Hulse	Name:	Gary Charette VP US Commercial Operations
Title:	President	Title:	
Date:	4/30/2010	Date:	5/19/10

REC 5/19/10.

SPU