



Northern Border Pipeline Company

September 30, 2011

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

Northern Border Pipeline Company
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Houston, TX 77002-2761

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Re: Northern Border Pipeline Company
Non-Conforming Service Agreement
Princeton Lateral Project
Docket No. CP10-468-000
Docket No. RP11-_____-000

Dear Ms. Bose:

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 Northern Border Pipeline Company (“Northern Border”) respectfully submits for filing and acceptance the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), and the tariff record listed in Appendix A which includes a new Rate Schedule FTL-1 (“FTL-1”) negotiated rate service agreement (“Agreement”) between Northern Border and Ameren Illinois Company d/b/a Ameren Illinois (“Ameren”)² that contains terms that deviate from Northern Border’s FTL-1 Form of Service Agreement.³ Northern Border respectfully requests that the Commission approve the tariff sections and tariff record to become effective on or about November 1, 2011.

¹ 18 C.F.R. Part 154 (2011).

² Ameren was formerly known as Central Illinois Light Company d/b/a Ameren CILCO.

³ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “Negotiated rate agreements and other non-conforming service agreements need not be divided, but can be filed as entire documents.” Northern Border has elected to file the tariff record included herein as a whole document, in PDF format.

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:

John A. Roscher Director, Rates and Tariffs	* Eva N. Neufeld Associate General Counsel
* Joan F. Collins Manager, Tariffs and Compliance Northern Border Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5651 Fax (832) 320-6651 E-mail: joan_collins@transcanada.com	Northern Border Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5623 Fax (832) 320-6623 E-mail: eva_neufeld@transcanada.com

Statement of Nature, Reasons, and Basis for Filing

Background

On July 2, 2010, in Docket No. CP10-468-000, Northern Border filed an application pursuant to Section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity, proposing to construct, own, and operate the Princeton Lateral Project (“Princeton Lateral” or “Project”). The Project was requested by Ameren to provide direct transportation service into Ameren’s service territory. Ameren executed a Precedent Agreement under which the company agreed to contract for the entire design capacity of the Project, or 120 MMcf/day, from the existing Kasbeer side valve located on Northern Border’s mainline system in Bureau County, Illinois, to a proposed interconnection with the facilities of Ameren near Princeton, Illinois.⁴ On November 22, 2010, the Commission issued its Order Issuing Certificate approving Northern Border’s application for the Project.⁵ Northern Border anticipates placing the Princeton Lateral facilities in service on or about November 1, 2011.⁶

⁴ On September 30, 2009, Northern Border and Ameren entered into a Precedent Agreement, which was included as Exhibit I in the July 2 application. In addition to the Project facilities, Northern Border proposed new firm and interruptible service on the Princeton Lateral under Rate Schedules FTL-1 and ITL-1, respectively, and sought approval of incremental recourse rates under these new rate schedules.

⁵ *Northern Border Pipeline Company*, 133 ¶ 62,159 (2010) (“November 22 Order”).

⁶ In its July 2 application, Northern Border proposed an in-service date of September 15, 2011. The Princeton Lateral is now projected to be placed in service on or about November 1, 2011.

Instant Filing

The Agreement with Ameren contains terms which deviate from the FTL-1 Form of Service Agreement in Northern Border's Tariff.⁷ Article 10 of the Agreement includes non-conforming provisions related to both creditworthiness and termination if certain conditions are not satisfied.⁸ As Ameren is the sole holder of firm capacity on the Princeton Lateral, such provisions were required of Ameren in order to provide Northern Border with the ability to recover the cost of constructing the Princeton Lateral facilities in the event Ameren fails to maintain creditworthiness. Since the Princeton Lateral facilities were constructed as a result of the specific request of Ameren, Northern Border believes such language is necessary to support the Project and is consistent with the requirements of the Commission's Creditworthiness Policy Statement, which permits initial collateral requirements for construction projects equal to a shipper's *pro rata* share of the total facility costs.⁹

Pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, Northern Border is filing herein a copy of the executed Ameren Agreement as tariff record 8.4, included at Appendix A, and a marked version of the Agreement in Appendix C to identify all differences from the FTL-1 Form of Service Agreement contained in the Tariff. Northern Border is including in the instant filing revised Section 6.42-GT&C, Non-Conforming Agreements, to reference the Agreement as non-conforming in its Tariff.

Additionally, included herein at Appendix A is a revised Section 4.8-Statement of Rates, Statement of Negotiated Rates, reflecting the essential elements of the negotiated rate with Ameren for service under FTL-1. Northern Border advises that no undisclosed agreements, etc.,

⁷ *Northern Border Pipeline Company*, Docket No. RP11-2402-000 (September 14, 2011) (unpublished Director's letter order). On August 19, 2011, Northern Border filed revised tariff records, including the new Rate Schedule FTL-1 Form of Service Agreement, to incorporate the tariff sections related to the rates and the associated rate schedules for firm and interruptible lateral transportation service to be provided on the Princeton Lateral in compliance with the November 22 Order. The tariff records were accepted by Director's letter order dated September 14, 2011, to become effective the later of November 1, 2011, or the date on which the Project is placed into service.

⁸ On February 12, 2009, in Docket No. RP09-224-000, the Commission accepted a service agreement filed by Northern Border for the Des Plaines Project. That service agreement contained non-conforming creditworthiness and termination language similar to that which is included in the Ameren Agreement filed herein. *Northern Border Pipeline Company*, Docket No. RP09-224-000 (February 12, 2009) (unpublished Director's letter order).

⁹ *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,412 at P 17-19 (2005) ("Creditworthiness Policy Statement").

are linked to the Agreement submitted herein. Finally, Northern Border is submitting a revised Part 1-Table of Contents to reflect the addition of new tariff record 8.4.

Regarding the proposed effective date for the tariff sections and tariff record included in the instant filing, pursuant to the FERC's Implementation Guide for Electronic Tariff Filing,¹⁰ Northern Border is reflecting an effective date of December 31, 9998. At the time the actual in-service date of the Princeton Lateral facilities is known, Northern Border will submit notification to the Commission to effectuate the tariff sections on the actual in-service date.

Effective Date and Request for Waiver

Northern Border respectfully requests that the Commission approve the tariff sections and the Agreement, as submitted herein and listed in Appendix A, to become effective on or about November 1, 2011, to coincide with the in-service date of the Princeton Lateral. Northern Border further requests that the Commission grant any waivers necessary to allow for this effective date.

Other Filings That 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 of the Commission's regulations and Order No. 714, Northern Border is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The tariff sections and Agreement (Appendix A);
3. The marked tariff sections (Appendix B); and
4. The marked Agreement (Appendix C).

¹⁰ Office of the Secretary of the Commission, *Implementation Guide for Electronic Filing of Parts 35, 154, 284, 300, and 341 Tariff Filings* (2010).

Certificate of Service

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

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

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

Respectfully submitted,

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

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates and Tariffs

Enclosures

Appendix A

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

Clean Tariff

Tariff Sections

	<u>Version</u>
1 – TABLE OF CONTENTS	v.4.0.0
4.8 – Statement of Rates, Statement of Negotiated Rates	v.2.0.0
6.42 – Non-Conforming Agreements	v.3.0.0

Tariff Records

	<u>Version</u>
8.4 – Non-Conf Agmt Ameren Illinois Company FTL-1 Agmt (#PL001F)	v.0.0.0

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Minnesota Energy Resources Corporation T-1 Agmt (#T6873F)	8.1
Anadarko Energy Services Company T-1 Agmt (#T6874F)	8.2
Williams Gas Marketing, Inc. T-1 Agmt (#T6876F)	8.3
Ameren Illinois Company FTL-1 Agmt (#PL001F)	8.4

STATEMENT OF NEGOTIATED RATES (1) (2)

Termination Shipper Name	Agreement Number	Rate Schedule	Contract Quantity (Dth/day)	Reservation Charge (3)	Commodity Rate (3)	Primary Receipt Point	Primary Delivery Point	Date
-								
Northern Illinois Gas Company d/b/a Nicor Gas	FB0252	T-1B	50,000	0	3.66 cents (4)	Channahon	Troy Grove	10-31-12
BP Canada Energy Marketing Corp.	T2206F (7)	T-1	58,766 (6)	3.60 cents (5)	.06 cents (5)	Ventura	Manhattan	04-29-14
Dakota Gasification Company	T2577F (7)	T-1	30,000 (6)	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Tenaska Marketing Ventures	T2576F (7)	T-1	30,000 (6)	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Tenaska Marketing Ventures	T2574F (7)	T-1	9,117 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	12-04-11
ONEOK Energy Marketing and Trading Co., L.P.	T2575F	T-1	25,000 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	11-29-11
Tenaska Marketing Ventures	T5008F	T-1	2,117 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	12-04-11
Northern States Power Company, a Minnesota Corporation	FB0676	T-1B	59,681	1.00 cents	(9)	DP Transfer Point	Ventura	03-31-27
Northern States Power Company, a Minnesota Corporation	DP001F (7)	FCS-DP	60,000	13.00 cents (11)	0.00 cents (10)	DP Receipt Point	DP Transfer Point	03-31-27
Tidal Energy Marketing (US) LLC	T6469F	T-1	20,278 (6)	25.00 cents (12)	(13)	Port of Morgan	Ventura	03-31-11
Ameren Illinois Company	PL001F (7)	FTL-1	120,000 (6)	7.76 cents (11)	0.00 cents (14)	Kasbeer Lateral	Princeton	10-31-21

- (1) Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Company's FERC Gas Tariff.
- (2) Unless otherwise noted, rates are inclusive of all surcharges.
- (3) Unless otherwise noted, this Tariff section reflects the essential elements of the negotiated contracts, including a specification of all consideration.
- (4) The Commodity Charge rate is per 100 Dekatherm-miles and it does not include the FERC ACA; however, an ACA charge is applicable to the Dekatherm-miles under this contract in accordance with Section 6.16.1 of the General Terms and Conditions.
- (5) The Demand Charge and Commodity Charge are per 100 Dekatherm-miles and are established for the primary term of the Service Agreement. The Commodity Charge rate does not include the FERC ACA. However, an ACA charge is applicable to the Dekatherm-miles transported under this contract in accordance with Section 6.16.1 of the General Terms and Conditions. Compressor Usage Surcharge is not applicable to the Service Agreement.
- (6) Contract Quantity stated in Mcf/day.
- (7) Identified as non-conforming agreement in Section 6.42 of the General Terms and Conditions.
- (8) The daily rate of \$.265/Dth shall apply. The daily reservation charge component shall be determined by subtracting the applicable daily Compressor Usage Surcharge amount from the revenue calculated by applying the total daily rate per Dekatherm to Shipper's applicable Contract Quantity. In addition, the applicable Maximum Commodity Rate and ACA surcharge will be charged on a per 100 Dekatherm-miles basis.
- (9) Plus the applicable Commodity Charge and Other Rates and Charges set forth in Section 3.1 of Rate Schedule T-1B.

- (10) Plus all applicable surcharges, including any costs incurred by Company for or related to taxes or fees imposed, currently or in the future and (2) a negotiated Compressor Fuel Gas Percentage of .53%.
- (11) Rate is per dekatherm.
- (12) The Reservation Charge of \$0.2500/Dth is the weighted-average of a \$0.2160/Dth demand billed for the Production Months of April through October and a \$0.2983/Dth demand billed for the Production Months of November through March.
- (13) Plus the applicable Commodity Charges and Other Rates and Charges set forth in Section 3.1 of Rate Schedule T-1.
- (14) The Commodity Charge rate does not include the FERC ACA; however, an ACA charge is applicable in accordance with Section 6.16.1 of the General Terms and Conditions.

6.42 NON-CONFORMING AGREEMENTS

Shipper Name	Agreement Number	Type of Agreement	Termination Date
MidAmerican Energy Company	N/A	Global Point	Evergreen Prov.
BP Canada Energy Marketing Corp.	T2206F	Rate Schedule T-1	04/29/2104
Dakota Gasification Company	T2577F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2576F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2574F	Rate Schedule T-1	12/04/2011
Northern States Power Company, a Minnesota Corporation	DP001F	Rate Schedule T-1	03/31/2027
Husky Gas Marketing	T1017F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1019F	Rate Schedule T-1	10/31/2012
Petro-Canada Hydrocarbon Inc.	T1057F	Rate Schedule T-1	12/21/2010
The Peoples Gas Light and Coke Company	T1062F	Rate Schedule T-1	03/31/2012
Alcoa Inc.	T1064F	Rate Schedule T-1	10/31/2012
Montana-Dakota Utilities Company	T1065F	Rate Schedule T-1	12/31/2013
North Shore Gas Company	T1066F	Rate Schedule T-1	03/31/2012
Nexen Marketing U.S.A. Inc	T1067F	Rate Schedule T-1	12/21/2013
Hess Corporation	T1068F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1069F	Rate Schedule T-1	10/31/2012
EnCana Marketing (USA) Inc.	T1080F	Rate Schedule T-1	10/31/2015
Conoco Phillips Company	T1085F	Rate Schedule T-1	03/31/2010
MidAmerican Energy Company	T1100F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1101F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1102F	Rate Schedule T-1	10/31/2012
Alcoa Inc.	T1110F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T1113F	Rate Schedule T-1	12/31/2013
Minnesota Corn Processors LLC	T1129F	Rate Schedule T-1	10/31/2010
The Peoples Gas Light and Coke Company	T1138F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1139F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1140F	Rate Schedule T-1	09/30/2011
MidAmerican Energy Company	T1142F	Rate Schedule T-1	02/14/2011
Integrys Energy Services Inc.	T1143F	Rate Schedule T-1	09/30/2011
Conoco Phillips Company	T1150F	Rate Schedule T-1	03/31/2011
Tenaska Marketing Ventures	T1152F	Rate Schedule T-1	12/31/2013
Integrys Energy Services Inc.	T1168F	Rate Schedule T-1	09/30/2011
Integrys Energy Services, Inc.	T1849F	Rate Schedule T-1	09/30/2011
BP Canada Energy Marketing Corp.	T1876F	Rate Schedule T-1	02/29/2012
BP Canada Energy Marketing Corp.	T1877F	Rate Schedule T-1	02/29/2012
Tenaska Marketing Ventures	T1937F	Rate Schedule T-1	03/31/2011
Husky Gas Marketing Inc.	T1938F	Rate Schedule T-1	10/31/2010
BP Canada Energy Marketing Corp.	T2085F	Rate Schedule T-1	07/31/2014
Dakota Gasification Company	T2104F	Rate Schedule T-1	12/31/2013
EnCana Marketing (USA) Inc.	T2109F	Rate Schedule T-1	10/31/2015
Nexen Marketing U.S.A. Inc.	T2138F	Rate Schedule T-1	12/21/2013

Dakota Gasification Company	T2142F	Rate Schedule T-1	12/31/2013
ONEOK Energy Services Company, L.P.	T2146F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T2163F	Rate Schedule T-1	12/31/2010
Nicor Enerchange, L.L.C.	T2202F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T2575F	Rate Schedule T-1	11/29/2011
Prairielands Energy Marketing, Inc.	T3482F	Rate Schedule T-1	03/31/2012
BP Canada Energy Marketing Corp.	T3515F	Rate Schedule T-1	03/31/2010
Occidental Energy Marketing, Inc.	T3555F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T3557F	Rate Schedule T-1	03/31/2010
James Valley Ethanol, LLC	T3615F	Rate Schedule T-1	10/31/2013
d/b/a POET Biorefining - Groton			
Sempra Energy Trading Corp.	T3638F	Rate Schedule T-1	03/31/2010
Prairielands Energy Marketing, Inc.	T3883F	Rate Schedule T-1	10/31/2012
The Peoples Gas Light and Coke Company	T3941F	Rate Schedule T-1	09/30/2011
Prairielands Energy Marketing, Inc.	T3945F	Rate Schedule T-1	12/31/2011
Nexen Marketing U.S.A. Inc.	T3951F	Rate Schedule T-1	03/31/2010
PLCP, L.P.	T3952F	Rate Schedule T-1	10/31/2012
NorthWestern Corporation,	T3959F	Rate Schedule T-1	10/31/2013
d/b/a NorthWestern Energy			
EnCana Marketing (USA) Inc.	T4020F	Rate Schedule T-1	03/31/2015
Sempra Energy Trading Corp.	T4100F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T4122F	Rate Schedule T-1	03/31/2013
Hess Corporation	T4176F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T4335F	Rate Schedule T-1	10/31/2010
Sempra Energy Trading Corp.	T4395F	Rate Schedule T-1	10/31/2011
NJR Energy Services Company	T4438F	Rate Schedule T-1	04/30/2011
Shell Energy North America (US), L.P.	T4569F	Rate Schedule T-1	10/31/2010
Shell Energy North America (US), L.P.	T4570F	Rate Schedule T-1	10/31/2010
Sequent Energy Management, L.P.	T4584F	Rate Schedule T-1	07/31/2011
Integrays Energy Services, Inc.	T4627F	Rate Schedule T-1	09/30/2011
Enserco Energy Inc.	T4748F	Rate Schedule T-1	04/05/2010
Enbridge Gas Services (U.S.) Inc.	T4750F	Rate Schedule T-1	03/31/2010
Enterprise Products Operating LLC	T4819F	Rate Schedule T-1	04/03/2012
Merrill Lynch Commodities, Inc.	T4834F	Rate Schedule T-1	10/31/2010
Merrill Lynch Commodities, Inc.	T4835F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T4842F	Rate Schedule T-1	03/31/2016
NJR Energy Services Company	T4897F	Rate Schedule T-1	06/30/2011
Interstate Power and Light Company	T4918F	Rate Schedule T-1	03/31/2012
Interstate Power and Light Company	T4919F	Rate Schedule T-1	05/31/2012
Tenaska Marketing Ventures	T5046F	Rate Schedule T-1	12/31/2013
Tenaska Marketing Ventures	T5047F	Rate Schedule T-1	12/31/2013
The Peoples Gas Light and Coke Company	T5139F	Rate Schedule T-1	04/02/2021
Sequent Energy Management, L.P.	T5183F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T5210F	Rate Schedule T-1	04/30/2016
Northwind Resources, LLC	T5345F	Rate Schedule T-1	03/31/2012
Tenaska Marketing Ventures	T5397F	Rate Schedule T-1	12/31/2013
Enterprise Products Operating LLC	T5444F	Rate Schedule T-1	04/02/2021
Enterprise Products Operating LLC	T5445F	Rate Schedule T-1	04/02/2021

Enterprise Products Operating LLC	T5446F	Rate Schedule T-1	11/02/2019
Enterprise Products Operating LLC	T5447F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5448F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5449F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5450F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5451F	Rate Schedule T-1	04/07/2020
Louis Dreyfus Energy Services, L.P.	T5591F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T5712F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T5742F	Rate Schedule T-1	03/31/2010
Northern Illinois Gas Company, d/b/a Nicor Gas	FB0252	Rate Schedule T-1B	10/31/2012
MidAmerican Energy Company	FB0652	Rate Schedule T-1B	03/31/2010
Interstate Power and Light Company	FB0655	Rate Schedule T-1B	04/30/2010
NorthWestern Corporation, d/b/a NorthWestern Energy	FB0665	Rate Schedule T-1B	10/31/2013
Northern States Power Company, a Minnesota Corporation	FB0676	Rate Schedule T-1B	03/31/2027
Minnesota Energy Resources Corporation	T6873F	Rate Schedule T-1	1/
Anadarko Energy Services Company	T6874F	Rate Schedule T-1	2/
Williams Gas Marketing, Inc.	T6876F	Rate Schedule T-1	1/
Ameren Illinois Company	PL001F	Rate Schedule FTL-1	3/

- 1/ The termination date is 10 years after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
- 2/ The termination date is 120 full calendar months after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
- 3/ The termination date is 10 years after the in-service date of the Princeton Lateral Project as described in FERC Docket No. CP10-468-000.

Firm Transportation Lateral Service Agreement
Rate Schedule FTL-1

Ameren Illinois Company
(#PL001F)

Agreement Effective Date: The in-service date of the Princeton Lateral project as described in
FERC Docket No. CP10-468-000.

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

This Agreement (the "Service Agreement") is made and entered into as of Feb. 22, 2011, by and between Northern Border Pipeline Company, hereinafter referred to as "Company", and Ameren Illinois Company d/b/a Ameren Illinois ("Ameren"), hereinafter referred to as "Shipper".

WHEREAS, Shipper is desirous of engaging Company to provide firm transportation lateral service for quantities of natural gas;

WHEREAS, Company is desirous of providing firm transportation lateral service for Shipper;

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

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

Article 1 - Transportation Path Receipt Point

As specified in Exhibit A attached hereto, commencing on Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company, at Shipper's Point of Receipt, a daily quantity of gas not in excess of the Maximum Receipt Quantity.

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions of Company's FERC Gas Tariff (Tariff).

Article 3 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule FTL-1 and Section 6.6 of the General Terms and Conditions of Company's Tariff.

Article 4 - Change in Company's Tariff Provisions

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

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 5 - Cancellation of Prior Agreements

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

None

Article 6 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the term set forth in Exhibit A attached hereto. This Service Agreement may continue in effect thereafter or terminate in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall automatically be abandoned upon termination of this Service Agreement.

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

Article 7 - Applicable Law and Submission to Jurisdiction

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

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 7 - Applicable Law and Submission to Jurisdiction (Continued)

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

Article 8 - Successors and Assigns

Any Person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under this Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under this Service Agreement. Either party to this Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign this Service Agreement to any affiliated Person (which for such purpose shall mean any Person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 8 shall, however, operate to release Shipper from its obligation under this Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release Shipper from its obligations under this Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under this Service Agreement or to give effect to

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 8 - Successors and Assigns (Continued)

the right of a Person whom the Company has specified pursuant to Section 6.6 of the General Terms and Conditions of Company's Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6.6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 9 - Loss of Governmental Authority, Gas Supply,
Transportation or Market

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

Article 10 - Other Provisions

10.0 Creditworthiness

- (a) During the term of this Service Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness. Company shall evaluate Shipper for the level of service requested based on the following credit criteria:
- 1) current financial reports; whereby Company shall apply consistent evaluation practices in determining the working capital, profitability trends, net worth, cash flow, and overall financial condition,
 - 2) information from credit rating agencies or bank/trade references to determine the manner in which a Shipper's payment obligations are met,
 - 3) prompt payment obligations to Company on a consistent basis as reflected in an on-going business relationship with Company, and

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

- 4) Shipper shall not be operating under a federal, state or other applicable bankruptcy law or judgment subject to liquidation, reorganization, arrangement, adjustment, composition, or appointment of a receiver, trustee or assignee of the Shipper's property.
- (b) As an alternative, or if Shipper is not deemed creditworthy, creditworthiness may be established by providing and maintaining a Credit Alternative. As used herein, "Credit Alternative" means, (i) a guarantee of Shipper's obligations, for an amount equal to the net present value of the reservation charges under this Service Agreement in the form attached hereto as Exhibit B from an entity deemed creditworthy by Company in accordance with the criteria set forth above ("Guarantor"); or (ii) collateral in the form of an irrevocable standby letter of credit, in substantially the form attached hereto as Exhibit C and issued by a bank or financial institution deemed creditworthy by Company. For the purposes of this Service Agreement, a bank or financial institution providing an irrevocable standby letter of credit pursuant to this Article 10.1(b) shall be deemed creditworthy if it has a long term unsecured credit rating of at least "A-" from Standard and Poor's and "A3" from Moody's; or (iii) other security as is acceptable to Company. Collateral in the form of an irrevocable standby letter of credit, or other security deemed collateral shall be for an amount equal to sixty (60) months of reservation charges under this Service Agreement; provided, however, after the first (1st) month under this Service Agreement, the amount of collateral shall be reduced thereafter (as mutually agreed) to reflect reservation charges paid to date, but in no event reduced to less than three (3) months of reservation charges.
- (c) Shipper shall maintain its creditworthiness for this Service Agreement, either directly or through provision of a Credit Alternative, for the term of this Service Agreement.

If Shipper or Guarantor, as applicable, is not subject to regulation by the Securities and Exchange Commission, Shipper or Guarantor shall notify Company in writing, in accordance with Company's Tariff, within ten (10) days of the details of any material adverse change in its business, properties, conditions (financial or otherwise) or results of operations. Shipper understands and agrees that if, at any time during this Service Agreement, Shipper or Guarantor notifies Company, or if Company determines through its own investigation, that there has been any material adverse change in the business, properties, conditions (financial or otherwise), or results of operations such that Shipper or Guarantor ceases to be creditworthy, or the creditworthiness of the

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

Shipper or Guarantor is insufficient to fulfill its portion of the Shipper's Credit Alternative requirement, Company shall demand and Shipper shall deliver to Company within 10 days of such demand one of the remaining collateral Credit Alternatives for an amount pursuant to Article 10.1(b)iii above. Company and Shipper agree that the failure of Shipper or Shipper's Guarantor to maintain creditworthiness or supply or maintain a Credit Alternative shall not; (i) relieve Shipper of its other obligations under this Service Agreement; or (ii) prejudice Company's right to seek performance under this Service Agreement. If a Credit Alternative is provided pursuant to Section 10.1 and Shipper or its Guarantor, as applicable, is later determined by Company to be creditworthy and such Credit Alternative is not required, Company shall return to Shipper whatever form of such Credit Alternative it then holds to secure Shipper's obligations hereunder.

- (d) Shipper acknowledges that this Service Agreement is a contract under which Company will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, and if Company does not terminate this Service Agreement as a result of such filing, Company may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, additional financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Service Agreement.
- (e) The creditworthiness requirements of this Section 10.1 shall apply to any assignee pursuant to an assignment (in whole or part) of this Service Agreement and to any permanent release, in whole or part, of this Service Agreement.
- (f) Company may refuse to allow Shipper to permanently release capacity from this Service Agreement if Company has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Company, Company shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

10.2 Termination

- (a) Company may terminate this Service Agreement upon written notice to Shipper in the event that:
- (i) Shipper or any Guarantor of its obligations fails to provide a Credit Alternative or replacement Credit Alternative within ten (10) days of notice by Company to Shipper; or
 - (ii) A petition is filed, under any Chapter of the United States Bankruptcy Code, by or against Shipper, any affiliate of Shipper or any Guarantor of Shipper's obligations hereunder; or
 - (iii) Shipper fails to pay when due any sum for which it is obligated under this Service Agreement.
- (b) In the event of termination under Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii), Shipper shall be liable for and shall pay Company an amount equal to the remaining reservation charge obligations under this Service Agreement. Shipper shall not be obligated for the portion of such reservation charges corresponding to the portion of Shipper's capacity contracted for herein that is assumed or contracted for by a new shipper satisfying creditworthiness in accordance with the criteria set forth in Section 10.1(a) above or providing a Credit Alternative as defined above; provided, however, that capacity assumed or contracted for by a new shipper as described herein will not reduce Shipper's obligation to pay an amount equal to such reservation charges to the extent that, after termination of this Service Agreement, capacity in excess of that contracted for in the Service Agreement is available.
- (c) Any termination pursuant to Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii) shall be effective upon Shipper's receipt of Company's termination notice. Any termination notice from Company shall be in writing, shall be delivered to Shipper in accordance with Company's Tariff, and shall specify whether termination is pursuant to Section 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii). Shipper agrees that the remaining reservation charges shall be due and owing to Company upon Shipper's receipt of Company's termination notice and paid to Company within ten (10) days of such receipt.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

(d) In the event that Company terminates pursuant to Section 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii), Company shall, upon receipt of payment from Shipper of all obligations due to Company, return any Credit Alternative provided hereunder.

Article 11 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedule FTL-1 and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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

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

By: William Ferguson JRU

Title: President

By: [Signature] JRU

Title: Assistant Secretary

ATTEST: Ameren Illinois Company d/b/a Ameren Illinois

[Signature]
ASSISTANT SECRETARY

By: Scott A. Glasser

Scott A. Glasser
VP-Gas & Electric Technical Services

WA 2/10/11
Ked
2/10/11



Contract # _____

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - 717 Texas Street
Houston, TX 77002

SHIPPER - Ameren Illinois Company d/b/a Ameren Illinois

SHIPPER'S ADDRESS - One Ameren Plaza
1901 Chouteau Plaza
St. Louis, MO 63103
Gas Supply MC 427

Maximum Receipt Quantity: 120,000 Mcf/day

Transportation Path:

Point of Receipt: Kasbeer Lateral Point Point of Delivery: Princeton

Billing Commencement Date: The in service date of the facilities
authorized in FERC Docket No. CP10-468-000.

Term: Begin Date: Billing Commencement Date
End Date: Ten years after the Billing Commencement Date

Right of First Refusal: Yes X No _____

_____ Check if this Service Agreement is applicable to interim capacity
sold pursuant to either Subsection(s) 26.4 or 28.5 of the General Terms
and Conditions of Company's Tariff. Right of First Refusal rights, if
any, applicable to this interim capacity are limited as provided in
such applicable subsection and Section 18 of the General Terms and
Conditions of Company's Tariff.

Check Applicable Rate:

Maximum Reservation Rate: 1/ _____

Discounted Reservation Rate: 1/ _____

Description of Discount: 2/ _____

Negotiated Rate: 3/ X

Description of Negotiated Rate: _____

An estimated negotiated reservation rate of \$.0776 per MMBtu/d.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT
(Continued)

Rate Adjustment Provisions: The estimated negotiated reservation rate of \$.0776 per MMBtu/d was developed using an estimated Princeton Project cost of \$18,415,000

(a) Rate Adjustment resulting from the Actual Costs of Construction of the Princeton Project.

Within a period ending six months after the In-Service Date of the Princeton Project, Company shall furnish Shipper a detailed schedule showing (a) the actual costs of constructing the Princeton Project and (b) any change to the estimated negotiated reservation rate. If the actual cost of constructing the Princeton Project is different than the cost upon which the estimated negotiated reservation rate was developed, the rate will be adjusted to be effective on the first day of the calendar month following the submission of the schedule to Shipper. Any increase in the actual cost of the Princeton Project will be reflected as an adjustment to the estimated negotiated reservation rate and will include seventy-five percent of any increase in costs up to thirty percent of any increase in costs above the estimated Princeton Project Cost of \$18,415,000. In no event shall Shipper's total negotiated rate exceed \$.0947 per MMBtu/d. If there is a decrease in costs between the actual and the estimated construction costs, Shipper shall receive the benefit of 75% of any decrease in costs between \$18,415,000 and \$12,890,500 which shall be reflected as an adjustment to the negotiated rate. Cost reductions below \$12,890,500 shall be retained by Company.

At the end of the second year of the Initial Term, and every year thereafter, Shipper will have the right to extend the term for 5 years from the end of the Initial Term. Shipper must notify Company no later than 90 days prior to such election. The rate will be adjusted to reflect the remaining unrecovered revenues under the original term at the date of the extension.

At the end of each calendar year, Company shall provide Shipper with a credit equaling (a) 75% of all interruptible transportation revenue received under Rate Schedule ITL-1 of Company's Tariff solely to provide service on the Princeton Project and (b) 75% of all interruptible revenue received under any other Rate Schedule filed by Company solely to provide service on the Princeton Project. Shipper will not receive credit in the event Company incurs incremental costs associated with providing service under (b) herein.

1/ Upon the In-Service Date the negotiated rate for firm service hereunder shall be the sum of the negotiated reservation rate plus

the applicable commodity charges and other rates and charges, set forth in Section 3 of Rate Schedule FTL-1.

- 2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.
- 3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of Feb. 22, 2011.

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

By: William Ferguson

Title: President

By: [Signature]

Title: Assistant Secretary

ATTEST:

Ameren Illinois Company d/b/a Ameren Illinois

[Signature]

ASSISTANT SECRETARY

By: Scott A. Glaeser

Scott A. Glaeser
VP-Gas & Electric Technical Services

*2/10/11
Ked
2/10/11*

FIRST AMENDMENT
TO
RATE SCHEDULE FTL-1 SERVICE AGREEMENT

This First Amendment to Rate Schedule FTL-1 Service Agreement (this "Amendment") is made and entered into this 26th day of September, 2011, between Northern Border Pipeline Company ("Company") and Ameren Illinois Company d/b/a Ameren Illinois ("Shipper"). Company and Shipper are referred to herein as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Shipper and Company have entered into the Rate Schedule FTL-1 Service Agreement, dated February 22, 2011 (as amended, the "Service Agreement"), for the transportation of natural gas effectuated pursuant to Part 284 of the Federal Energy Regulatory Commission's ("FERC") Regulations; and,

WHEREAS, the Parties desire to amend the Service Agreement to reflect the revision of certain terms and conditions.

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

1. The first sentence of Section 10.2(c) of the Service Agreement shall be deleted in its entirety and replaced by the following:

"Any termination pursuant to Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii) shall be effective thirty (30) days after Shipper's receipt of Company's termination notice."

2. Capitalized terms not defined herein shall have the meaning given to them in the Service Agreement.
3. All other terms of the Service Agreement not modified by this Amendment shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to be effective on the day and year first above written.

Northern Border Pipeline Company
By: TransCanada Northern Border Inc.,
Its Operator

Ameren Illinois Company d/b/a Ameren Illinois

By: [Signature] JEN
Title: President

By: [Signature]
Title: _____

WAG 9/26/11

By: [Signature] JEN
Title: Jon A. Dobson
Corporate Secretary

Scott A. Glaeser
VP, Gas & Electric Technical Services

Appendix B

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.4.0.0
4.8 – Statement of Rates, Statement of Negotiated Rates	v.2.0.0
6.42 – Non-Conforming Agreements	v.3.0.0

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<u>Ameren Illinois Company FTL-1 Agmt (#PL001F).....</u>	<u>8.4</u>

STATEMENT OF NEGOTIATED RATES (1) (2)

Termination Shipper Name	Agreement Number	Rate Schedule	Contract Quantity (Dth/day)	Reservation Charge (3)	Commodity Rate (3)	Primary Receipt Point	Primary Delivery Point	Date
-								
Northern Illinois Gas Company d/b/a Nicor Gas	FB0252	T-1B	50,000	0	3.66 cents (4)	Channahon	Troy Grove	10-31-12
BP Canada Energy Marketing Corp.	T2206F (7)	T-1	58,766 (6)	3.60 cents (5)	.06 cents (5)	Ventura	Manhattan	04-29-14
Dakota Gasification Company	T2577F (7)	T-1	30,000 (6)	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Tenaska Marketing Ventures	T2576F (7)	T-1	30,000 (6)	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Tenaska Marketing Ventures	T2574F (7)	T-1	9,117 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	12-04-11
ONEOK Energy Marketing and Trading Co., L.P.	T2575F	T-1	25,000 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	11-29-11
Tenaska Marketing Ventures	T5008F	T-1	2,117 (6)	3.60 cents (5)	.06 cents (5)	Ventura	North Hayden	12-04-11
Northern States Power Company, a Minnesota Corporation	FB0676	T-1B	59,681	1.00 cents	(9)	DP Transfer Point	Ventura	03-31-27
Northern States Power Company, a Minnesota Corporation	DP001F (7)	FCS-DP	60,000	13.00 cents (11)	0.00 cents (10)	DP Receipt Point	DP Transfer Point	03-31-27
Tidal Energy Marketing (US) LLC	T6469F	T-1	20,278 (6)	25.00 cents (12)	(13)	Port of Morgan	Ventura	03-31-11
Ameren Illinois Company	PL001F (7)	FTL-1	120,000 (6)	7.76 cents (11)	0.00 cents (14)	Kasbeer Lateral	Princeton	10-31-21

- (1) Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Company's FERC Gas Tariff.
- (2) Unless otherwise noted, rates are inclusive of all surcharges.
- (3) Unless otherwise noted, this Tariff section reflects the essential elements of the negotiated contracts, including a specification of all consideration.
- (4) The Commodity Charge rate is per 100 Dekatherm-miles and it does not include the FERC ACA; however, an ACA charge is applicable to the Dekatherm-miles under this contract in accordance with Section 6.16.1 of the General Terms and Conditions.
- (5) The Demand Charge and Commodity Charge are per 100 Dekatherm-miles and are established for the primary term of the Service Agreement. The Commodity Charge rate does not include the FERC ACA. However, an ACA charge is applicable to the Dekatherm-miles transported under this contract in accordance with Section 6.16.1 of the General Terms and Conditions. Compressor Usage Surcharge is not applicable to the Service Agreement.
- (6) Contract Quantity stated in Mcf/day.
- (7) Identified as non-conforming agreement in Section 6.423 of the General Terms and Conditions.
- (8) The daily rate of \$.265/Dth shall apply. The daily reservation charge component shall be determined by subtracting the applicable daily Compressor Usage Surcharge amount from the revenue calculated by applying the total daily rate per Dekatherm to Shipper's applicable Contract Quantity. In addition, the applicable Maximum Commodity Rate and ACA surcharge will be charged on a per 100 Dekatherm-miles basis.
- (9) Plus the applicable Commodity Charge and Other Rates and Charges set forth in Section 3.1 of Rate Schedule T-1B.

- (10) Plus all applicable surcharges, including any costs incurred by Company for or related to taxes or fees imposed, currently or in the future and (2) a negotiated Compressor Fuel Gas Percentage of .53%.
- (11) Rate is per dekatherm.
- (12) The Reservation Charge of \$0.2500/Dth is the weighted-average of a \$0.2160/Dth demand billed for the Production Months of April through October and a \$0.2983/Dth demand billed for the Production Months of November through March.
- (13) Plus the applicable Commodity Charges and Other Rates and Charges set forth in Section 3.1 of Rate Schedule T-1.
- (14) The Commodity Charge rate does not include the FERC ACA; however, an ACA charge is applicable in accordance with Section 6.16.1 of the General Terms and Conditions.

6.42 NON-CONFORMING AGREEMENTS

Shipper Name	Agreement Number	Type of Agreement	Termination Date
MidAmerican Energy Company	N/A	Global Point	Evergreen Prov.
BP Canada Energy Marketing Corp.	T2206F	Rate Schedule T-1	04/29/2104
Dakota Gasification Company	T2577F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2576F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2574F	Rate Schedule T-1	12/04/2011
Northern States Power Company, a Minnesota Corporation	DP001F	Rate Schedule T-1	03/31/2027
Husky Gas Marketing	T1017F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1019F	Rate Schedule T-1	10/31/2012
Petro-Canada Hydrocarbon Inc.	T1057F	Rate Schedule T-1	12/21/2010
The Peoples Gas Light and Coke Company	T1062F	Rate Schedule T-1	03/31/2012
Alcoa Inc.	T1064F	Rate Schedule T-1	10/31/2012
Montana-Dakota Utilities Company	T1065F	Rate Schedule T-1	12/31/2013
North Shore Gas Company	T1066F	Rate Schedule T-1	03/31/2012
Nexen Marketing U.S.A. Inc	T1067F	Rate Schedule T-1	12/21/2013
Hess Corporation	T1068F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1069F	Rate Schedule T-1	10/31/2012
EnCana Marketing (USA) Inc.	T1080F	Rate Schedule T-1	10/31/2015
Conoco Phillips Company	T1085F	Rate Schedule T-1	03/31/2010
MidAmerican Energy Company	T1100F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1101F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1102F	Rate Schedule T-1	10/31/2012
Alcoa Inc.	T1110F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T1113F	Rate Schedule T-1	12/31/2013
Minnesota Corn Processors LLC	T1129F	Rate Schedule T-1	10/31/2010
The Peoples Gas Light and Coke Company	T1138F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1139F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1140F	Rate Schedule T-1	09/30/2011
MidAmerican Energy Company	T1142F	Rate Schedule T-1	02/14/2011
Integrus Energy Services Inc.	T1143F	Rate Schedule T-1	09/30/2011
Conoco Phillips Company	T1150F	Rate Schedule T-1	03/31/2011
Tenaska Marketing Ventures	T1152F	Rate Schedule T-1	12/31/2013
Integrus Energy Services Inc.	T1168F	Rate Schedule T-1	09/30/2011
Integrus Energy Services, Inc.	T1849F	Rate Schedule T-1	09/30/2011
BP Canada Energy Marketing Corp.	T1876F	Rate Schedule T-1	02/29/2012
BP Canada Energy Marketing Corp.	T1877F	Rate Schedule T-1	02/29/2012
Tenaska Marketing Ventures	T1937F	Rate Schedule T-1	03/31/2011
Husky Gas Marketing Inc.	T1938F	Rate Schedule T-1	10/31/2010
BP Canada Energy Marketing Corp.	T2085F	Rate Schedule T-1	07/31/2014
Dakota Gasification Company	T2104F	Rate Schedule T-1	12/31/2013
EnCana Marketing (USA) Inc.	T2109F	Rate Schedule T-1	10/31/2015
Nexen Marketing U.S.A. Inc.	T2138F	Rate Schedule T-1	12/21/2013

Dakota Gasification Company	T2142F	Rate Schedule T-1	12/31/2013
ONEOK Energy Services Company, L.P.	T2146F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T2163F	Rate Schedule T-1	12/31/2010
Nicor Enerchange, L.L.C.	T2202F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T2575F	Rate Schedule T-1	11/29/2011
Prairielands Energy Marketing, Inc.	T3482F	Rate Schedule T-1	03/31/2012
BP Canada Energy Marketing Corp.	T3515F	Rate Schedule T-1	03/31/2010
Occidental Energy Marketing, Inc.	T3555F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T3557F	Rate Schedule T-1	03/31/2010
James Valley Ethanol, LLC	T3615F	Rate Schedule T-1	10/31/2013
d/b/a POET Biorefining - Groton			
Sempra Energy Trading Corp.	T3638F	Rate Schedule T-1	03/31/2010
Prairielands Energy Marketing, Inc.	T3883F	Rate Schedule T-1	10/31/2012
The Peoples Gas Light and Coke Company	T3941F	Rate Schedule T-1	09/30/2011
Prairielands Energy Marketing, Inc.	T3945F	Rate Schedule T-1	12/31/2011
Nexen Marketing U.S.A. Inc.	T3951F	Rate Schedule T-1	03/31/2010
PLCP, L.P.	T3952F	Rate Schedule T-1	10/31/2012
NorthWestern Corporation,	T3959F	Rate Schedule T-1	10/31/2013
d/b/a NorthWestern Energy			
EnCana Marketing (USA) Inc.	T4020F	Rate Schedule T-1	03/31/2015
Sempra Energy Trading Corp.	T4100F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T4122F	Rate Schedule T-1	03/31/2013
Hess Corporation	T4176F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T4335F	Rate Schedule T-1	10/31/2010
Sempra Energy Trading Corp.	T4395F	Rate Schedule T-1	10/31/2011
NJR Energy Services Company	T4438F	Rate Schedule T-1	04/30/2011
Shell Energy North America (US), L.P.	T4569F	Rate Schedule T-1	10/31/2010
Shell Energy North America (US), L.P.	T4570F	Rate Schedule T-1	10/31/2010
Sequent Energy Management, L.P.	T4584F	Rate Schedule T-1	07/31/2011
Integrays Energy Services, Inc.	T4627F	Rate Schedule T-1	09/30/2011
Enserco Energy Inc.	T4748F	Rate Schedule T-1	04/05/2010
Enbridge Gas Services (U.S.) Inc.	T4750F	Rate Schedule T-1	03/31/2010
Enterprise Products Operating LLC	T4819F	Rate Schedule T-1	04/03/2012
Merrill Lynch Commodities, Inc.	T4834F	Rate Schedule T-1	10/31/2010
Merrill Lynch Commodities, Inc.	T4835F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T4842F	Rate Schedule T-1	03/31/2016
NJR Energy Services Company	T4897F	Rate Schedule T-1	06/30/2011
Interstate Power and Light Company	T4918F	Rate Schedule T-1	03/31/2012
Interstate Power and Light Company	T4919F	Rate Schedule T-1	05/31/2012
Tenaska Marketing Ventures	T5046F	Rate Schedule T-1	12/31/2013
Tenaska Marketing Ventures	T5047F	Rate Schedule T-1	12/31/2013
The Peoples Gas Light and Coke Company	T5139F	Rate Schedule T-1	04/02/2021
Sequent Energy Management, L.P.	T5183F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T5210F	Rate Schedule T-1	04/30/2016
Northwind Resources, LLC	T5345F	Rate Schedule T-1	03/31/2012
Tenaska Marketing Ventures	T5397F	Rate Schedule T-1	12/31/2013
Enterprise Products Operating LLC	T5444F	Rate Schedule T-1	04/02/2021
Enterprise Products Operating LLC	T5445F	Rate Schedule T-1	04/02/2021

Enterprise Products Operating LLC	T5446F	Rate Schedule T-1	11/02/2019
Enterprise Products Operating LLC	T5447F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5448F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5449F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5450F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5451F	Rate Schedule T-1	04/07/2020
Louis Dreyfus Energy Services, L.P.	T5591F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T5712F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T5742F	Rate Schedule T-1	03/31/2010
Northern Illinois Gas Company, d/b/a Nicor Gas	FB0252	Rate Schedule T-1B	10/31/2012
MidAmerican Energy Company	FB0652	Rate Schedule T-1B	03/31/2010
Interstate Power and Light Company	FB0655	Rate Schedule T-1B	04/30/2010
NorthWestern Corporation, d/b/a NorthWestern Energy	FB0665	Rate Schedule T-1B	10/31/2013
Northern States Power Company, a Minnesota Corporation	FB0676	Rate Schedule T-1B	03/31/2027
Minnesota Energy Resources Corporation	T6873F	Rate Schedule T-1	1/
Anadarko Energy Services Company	T6874F	Rate Schedule T-1	2/
Williams Gas Marketing, Inc.	T6876F	Rate Schedule T-1	1/
<u>Ameren Illinois Company</u>	<u>PL001F</u>	<u>Rate Schedule FTL-1</u>	<u>3/</u>

- 1/ The termination date is 10 years after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
- 2/ The termination date is 120 full calendar months after the in-service date of the Bison Pipeline project as described in FERC Docket No. PF08-23-000.
- 3/ The termination date is 10 years after the in-service date of the Princeton Lateral Project as described in FERC Docket No. CP10-468-000.

Appendix C

Northern Border Pipeline Company

Marked Agreements

NON-CONFORMING AGREEMENTS

Ameren Illinois Company
Rate Schedule FTL-1 Service Agreement (#PL001F)

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
~~RATE SCHEDULE FTL-1~~

This Agreement (the "Service Agreement") is made and entered into as of _____, 20__, by and between ~~NORTHERN BORDER PIPELINE COMPANY~~ Northern Border Pipeline Company, hereinafter referred to as "Company," and _____, and Ameren Illinois Company d/b/a Ameren Illinois ("Ameren"), hereinafter referred to as "Shipper".

WHEREAS, Shipper is desirous of engaging Company to provide firm transportation lateral service for quantities of natural gas; ~~and~~

WHEREAS, Company is desirous of providing firm transportation lateral service for Shipper; ~~and~~

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

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

ARTICLE 1
TRANSPORTATION PATH RECEIPT POINT

Article 1 - Transportation Path Receipt Point

As specified in Exhibit A attached hereto, commencing on Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company, at Shipper's Point of Receipt, a daily quantity of gas not in excess of the Maximum Receipt Quantity.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions of Company's FERC Gas Tariff ("Tariff").

ARTICLE 3
PAYMENTS

Article 3 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule FTL-1 and Section 6.6 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4

~~CHANGE IN COMPANY'S TARIFF PROVISIONS~~

Article 4 - Change in Company's Tariff Provisions

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

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

ARTICLE 5
CANCELLATION OF PRIOR AGREEMENTS

Article 5 - Cancellation of Prior Agreements

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

None

ARTICLE 6
TERM

Article 6 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the term set forth in Exhibit A attached hereto. This Service Agreement may continue in effect thereafter or terminate in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall automatically be abandoned upon termination of this Service Agreement.

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

ARTICLE 7
APPLICABLE LAW AND SUBMISSION TO JURISDICTION

Article 7 - Applicable Law and Submission to Jurisdiction

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

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 7 - Applicable Law and Submission to Jurisdiction (Continued)

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

~~ARTICLE 8~~
~~SUCCESSORS AND ASSIGNS~~

Article 8 - Successors and Assigns

Any Person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under this Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under this Service Agreement. Either party to this Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign this Service Agreement to any affiliated Person (which for such purpose shall mean any Person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 8 shall, however, operate to release Shipper from its obligation under this Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release Shipper from its obligations under this Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under this Service Agreement or to give effect to

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 8 - Successors and Assigns (Continued)

the right of a Person whom the Company has specified pursuant to Section 6.6 of the General Terms and Conditions of Company's Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6.6 as the Person to whom payment of amounts invoiced by Company shall be made.

ARTICLE 9
LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY,
TRANSPORTATION OR MARKET

Article 9 - Loss of Governmental Authority, Gas Supply,
Transportation or Market

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

Article 10 - Other Provisions

10.0 Creditworthiness

(a) During the term of this Service Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness. Company shall evaluate Shipper for the level of service requested based on the following credit criteria:

- 1) current financial reports; whereby Company shall apply consistent evaluation practices in determining the working capital, profitability trends, net worth, cash flow, and overall financial condition,
- 2) information from credit rating agencies or bank/trade references to determine the manner in which a Shipper's payment obligations are met,

3) prompt payment obligations to Company on a consistent basis as reflected in an on-going business relationship with Company, and

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

- 4) Shipper shall not be operating under a federal, state or other applicable bankruptcy law or judgment subject to liquidation, reorganization, arrangement, adjustment, composition, or appointment of a receiver, trustee or assignee of the Shipper's property.
- (b) As an alternative, or if Shipper is not deemed creditworthy, creditworthiness may be established by providing and maintaining a Credit Alternative. As used herein, "Credit Alternative" means, (i) a guarantee of Shipper's obligations, for an amount equal to the net present value of the reservation charges under this Service Agreement in the form attached hereto as Exhibit B from an entity deemed creditworthy by Company in accordance with the criteria set forth above ("Guarantor"); or (ii) collateral in the form of an irrevocable standby letter of credit, in substantially the form attached hereto as Exhibit C and issued by a bank or financial institution deemed creditworthy by Company. For the purposes of this Service Agreement, a bank or financial institution providing an irrevocable standby letter of credit pursuant to this Article 10.1(b) shall be deemed creditworthy if it has a long term unsecured credit rating of at least "A-" from Standard and Poor's and "A3" from Moody's; or (iii) other security as is acceptable to Company. Collateral in the form of an irrevocable standby letter of credit, or other security deemed collateral shall be for an amount equal to sixty (60) months of reservation charges under this Service Agreement; provided, however, after the first (1st) month under this Service Agreement, the amount of collateral shall be reduced thereafter (as mutually agreed) to reflect reservation charges paid to date, but in no event reduced to less than three (3) months of reservation charges.
- (c) Shipper shall maintain its creditworthiness for this Service Agreement, either directly or through provision of a Credit Alternative, for the term of this Service Agreement.

If Shipper or Guarantor, as applicable, is not subject to regulation by the Securities and Exchange Commission, Shipper or Guarantor shall notify Company in writing, in accordance with Company's Tariff, within ten (10) days of the details of any material adverse change in its business, properties, conditions (financial or otherwise) or results of operations. Shipper understands and agrees that if, at any time during this Service

Agreement, Shipper or Guarantor notifies Company, or if Company determines through its own investigation, that there has been any material adverse change in the business, properties, conditions (financial or otherwise), or results of operations such that Shipper or Guarantor ceases to be creditworthy, or the creditworthiness of the

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

Shipper or Guarantor is insufficient to fulfill its portion of the Shipper's Credit Alternative requirement, Company shall demand and Shipper shall deliver to Company within 10 days of such demand one of the remaining collateral Credit Alternatives for an amount pursuant to Article 10.1(b)iii above. Company and Shipper agree that the failure of Shipper or Shipper's Guarantor to maintain creditworthiness or supply or maintain a Credit Alternative shall not; (i) relieve Shipper of its other obligations under this Service Agreement; or (ii) prejudice Company's right to seek performance under this Service Agreement. If a Credit Alternative is provided pursuant to Section 10.1 and Shipper or its Guarantor, as applicable, is later determined by Company to be creditworthy and such Credit Alternative is not required, Company shall return to Shipper whatever form of such Credit Alternative it then holds to secure Shipper's obligations hereunder.

- (d) Shipper acknowledges that this Service Agreement is a contract under which Company will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, and if Company does not terminate this Service Agreement as a result of such filing, Company may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, additional financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Service Agreement.
- (e) The creditworthiness requirements of this Section 10.1 shall apply to any assignee pursuant to an assignment (in whole or part) of this Service Agreement and to any permanent release, in whole or part, of this Service Agreement.
- (f) Company may refuse to allow Shipper to permanently release capacity from this Service Agreement if Company has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Company, Company shall notify Shipper of such denial

and shall include in the notification the reasons for such denial.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

Article 10 - Other Provisions (Continued)

10.2 Termination

- (a) Company may terminate this Service Agreement upon written notice to Shipper in the event that:
- (i) Shipper or any Guarantor of its obligations fails to provide a Credit Alternative or replacement Credit Alternative within ten (10) days of notice by Company to Shipper; or
 - (ii) A petition is filed, under any Chapter of the United States Bankruptcy Code, by or against Shipper, any affiliate of Shipper or any Guarantor of Shipper's obligations hereunder; or
 - (iii) Shipper fails to pay when due any sum for which it is obligated under this Service Agreement.
- (b) In the event of termination under Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii), Shipper shall be liable for and shall pay Company an amount equal to the remaining reservation charge obligations under this Service Agreement. Shipper shall not be obligated for the portion of such reservation charges corresponding to the portion of Shipper's capacity contracted for herein that is assumed or contracted for by a new shipper satisfying creditworthiness in accordance with the criteria set forth in Section 10.1(a) above or providing a Credit Alternative as defined above; provided, however, that capacity assumed or contracted for by a new shipper as described herein will not reduce Shipper's obligation to pay an amount equal to such reservation charges to the extent that, after termination of this Service Agreement, capacity in excess of that contracted for in the Service Agreement is available.
- (c) Any termination pursuant to Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii) shall be effective upon Shipper's receipt of Company's termination notice. Any termination notice from Company shall be in writing, shall be delivered to Shipper in accordance with Company's Tariff, and shall specify whether termination is pursuant to Section 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii). Shipper agrees that the remaining reservation charges shall be due and owing to Company upon Shipper's receipt

of Company's termination notice and paid to Company within ten (10) days of such receipt.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

~~ARTICLE 10~~
~~OTHER PROVISIONS~~

Article 10 - Other Provisions (Continued)

~~(This Article to be utilized when necessary to specify other provisions permitted to be negotiated by Company's Tariff.)~~

(d) In the event that Company terminates pursuant to Section 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii), Company shall, upon receipt of payment from Shipper of all obligations due to Company, return any Credit Alternative provided hereunder.

~~ARTICLE~~ Article 11

~~EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES~~
~~AND GENERAL TERMS AND CONDITIONS~~ Company's - Exhibit A of
Service Agreement, Rate Schedules and
General Terms and Conditions

Company's Rate Schedule FTL-1 and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are ~~all~~ applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border

Inc.,

its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST: _____ (NAME OF SHIPPER)
Ameren Illinois Company d/b/a Ameren Illinois

By:

Title:

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
RATE SCHEDULE FTL-1

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services 717 Texas Street
Houston, TX 77002-2764

SHIPPER - Ameren Illinois Company d/b/a Ameren Illinois

SHIPPER'S ADDRESS -- One Ameren Plaza
1901 Chouteau Plaza
St. Louis, MO 63103
Gas Supply MC 427

Maximum Receipt Quantity: _____ Dekatherms 120,000 Mcf/day

Transportation Path:

Point of Receipt: _____ Kasbeer Lateral Point Point of
Delivery: Princeton _____

Billing Commencement Date: _____ The in service date of
the facilities authorized in FERC Docket No. CP10-468-000.

Term: Begin Date: (specific date or triggering event) Billing Commencement
Date

End Date: (specific date or triggering event)

End Date: Ten years after the Billing Commencement Date

Right of First Refusal: Yes _____ X No _____

_____ Check if this Service Agreement is applicable to interim capacity
sold pursuant to Section 6.26 either Subsection(s) 26.4 or 28.5 of the
General Terms and Conditions of Company's Tariff. Right of First
Refusal rights, if any, applicable to this interim capacity are limited
as provided in such applicable subsection and Section 6.26.2(b)(iv) or
6.26.518 of the General Terms and Conditions of Company's Tariff.

Check Applicable Rate:

Maximum Reservation Rate: 1/

Discounted Reservation Rate: 1/

Description of Discount: 2/

Negotiated Rate: 3/ _____ X

Description of Negotiated Rate: _____

An estimated negotiated reservation rate of \$.0776 per MMBtu/d.

±

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT
(Continued)

Rate Adjustment Provisions: The estimated negotiated reservation rate of \$.0776 per MMBtu/d was developed using an estimated Princeton Project cost of \$18,415,000

(a) Rate Adjustment resulting from the Actual Costs of Construction of the Princeton Project.

Within a period ending six months after the In-Service Date of the Princeton Project, Company shall furnish Shipper a detailed schedule showing (a) the actual costs of constructing the Princeton Project and (b) any change to the estimated negotiated reservation rate. If the actual cost of constructing the Princeton Project is different than the cost upon which the estimated negotiated reservation rate was developed, the rate will be adjusted to be effective on the first day of the calendar month following the submission of the schedule to Shipper. Any increase in the actual cost of the Princeton Project will be reflected as an adjustment to the estimated negotiated reservation rate and will include seventy-five percent of any increase in costs up to thirty percent of any increase in costs above the estimated Princeton Project Cost of \$18,415,000. In no event shall Shipper's total negotiated rate exceed \$.0947 per MMBtu/d. If there is a decrease in costs between the actual and the estimated construction costs, Shipper shall receive the benefit of 75% of any decrease in costs between \$18,415,000 and \$12,890,500 which shall be reflected as an adjustment to the negotiated rate. Cost reductions below \$12,890,500 shall be retained by Company.

At the end of the second year of the Initial Term, and every year thereafter, Shipper will have the right to extend the term for 5 years from the end of the Initial Term. Shipper must notify Company no later than 90 days prior to such election. The rate will be adjusted to reflect the remaining unrecovered revenues under the original term at the date of the extension.

At the end of each calendar year, Company shall provide Shipper with a credit equaling (a) 75% of all interruptible transportation revenue received under Rate Schedule ITL-1 of Company's Tariff solely to provide service on the Princeton Project and (b) 75% of all interruptible revenue received under any other Rate Schedule filed by Company solely to provide service on the Princeton Project. Shipper will not receive credit in the event Company incurs incremental costs associated with providing service under (b) herein.

- 1/ Plus Upon the In-Service Date the negotiated rate for firm service hereunder shall be the sum of the negotiated reservation rate plus the applicable commodity charges and other rates and charges, set forth in Section ~~5.8.33~~ of Rate Schedule FTL-1.
- 2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.
- 3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

NORTHERN BORDER PIPELINE COMPANY
RATE SCHEDULE FTL-1
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of _____, 20__.

Inc.,

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border

its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST: _____ (NAME OF SHIPPER)
Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Title: _____

FIRST AMENDMENT
TO
RATE SCHEDULE FTL-1 SERVICE AGREEMENT

This First Amendment to Rate Schedule FTL-1 Service Agreement (this "Amendment") is made and entered into this _____ day of September, 2011, between Northern Border Pipeline Company ("Company") and Ameren Illinois Company d/b/a Ameren Illinois ("Shipper"). Company and Shipper are referred to herein as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Shipper and Company have entered into the Rate Schedule FTL-1 Service Agreement, dated February 22, 2011 (as amended, the "Service Agreement"), for the transportation of natural gas effectuated pursuant to Part 284 of the Federal Energy Regulatory Commission's ("FERC") Regulations; and,

WHEREAS, the Parties desire to amend the Service Agreement to reflect the revision of certain terms and conditions.

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

1. The first sentence of Section 10.2(c) of the Service Agreement shall be deleted in its entirety and replaced by the following:

"Any termination pursuant to Sections 10.2(a)(i), 10.2(a)(ii) or 10.2(a)(iii) shall be effective thirty (30) days after Shipper's receipt of Company's termination notice."
2. Capitalized terms not defined herein shall have the meaning given to them in the Service Agreement.
3. All other terms of the Service Agreement not modified by this Amendment shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to be effective on the day and year first above written.

Northern Border Pipeline Company

Ameren Illinois Company d/b/a

Ameren Illinois

By: TransCanada Northern Border Inc.,

Its Operator

Title:

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____