



December 20, 2011

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

Northern Border Pipeline Company
717 Texas Street, Suite 2400
Houston, TX 77002-2761

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.northernborder.com

Re: Northern Border Pipeline Company
Compliance Filing
Docket No. RP11 - 2639 - 002

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ and to comply with the Commission order issued October 28, 2011, in Docket No. RP11-2639-001 (“October 28 Order”),² Northern Border Pipeline Company (“Northern Border”) respectfully submits for filing and acceptance the substitute tariff record listed in Appendix A which includes an amended Rate Schedule FTL-1 (“FTL-1”) service agreement³ between Northern Border and Ameren Illinois Company d/b/a Ameren Illinois (“Ameren”).⁴ Northern Border respectfully requests that the Commission accept the substitute tariff record included in the instant filing to be effective November 1, 2011.

¹ 18 C.F.R. Part 154 (2011).

² *Northern Border Pipeline Company*, 137 FERC ¶ 61,087 (2011).

³ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Northern Border has elected to file the tariff record included herein as a whole document, in PDF format.

⁴ Ameren was formerly known as Central Illinois Light Company d/b/a Ameren CILCO.

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

On September 30, 2011, in Docket No. RP11-2639-000, and as amended on October 11, 2011, in Docket No. RP11-2639-001, Northern Border filed for Commission review a non-conforming negotiated rate FTL-1 service agreement Northern Border had entered into with Ameren for service on Northern Border's new Princeton Lateral.⁵ In its October 28 Order, the Commission found that Northern Border's termination notice at section 10.2(c) of Ameren's FTL-1 service agreement was inconsistent with Commission regulations and policy and directed Northern Border to modify the agreement, within 60 days of the date of the order, to provide at least 30 days notice to the Commission prior to termination of the agreement.⁶

To comply with the October 28 Order, Northern Border has amended the termination notice at section 10.2(c) of its FTL-1 service agreement with Ameren to provide 30 days notice to the Commission prior to termination of service under section 10.2 of the agreement. Accordingly, Northern Border is submitting in the instant filing, at Appendix A, substitute tariff record 8.4-Non-Conforming Agreement, Ameren Illinois Company FTL-1 Agreement (#PL001F) to reflect the amendment of Ameren's FTL-1 agreement.

⁵ On November 22, 2010, in Docket No. CP10-468-000, the Commission issued its Order Issuing Certificate approving Northern Border's application to construct the Princeton Lateral, and offer FTL-1 service. *Northern Border Pipeline Company*, 133 ¶ 62,159 (2010).

⁶ October 28 Order at P 7.

Effective Date and Request for Waiver

Northern Border respectfully requests that the Commission approve substitute tariff record 8.4 to be effective November 1, 2011, which is the in-service date of the Princeton Lateral facilities.⁷ 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 record (Appendix A); and
3. A marked amendment (Appendix B).

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.

⁷ On November 2, 2011, in Docket No. CP10-468-000, Northern Border notified the Commission that the Princeton Lateral facilities were placed in service on November 1, 2011.

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

Clean Tariff Records

<u>Tariff Records</u>	<u>Version</u>
8.4 – Non-Conf Agmt Ameren Illinois Company FTL-1 Agmt (#PL001F)	v.0.2.0

Firm Transportation Lateral Service Agreement
Rate Schedule FTL-1

Ameren Illinois Company
(#PL001F)

Agreement Effective Date: November 1, 2011

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
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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
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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
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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: Allen Ferguson JAV

Title: President

By: [Signature] JAV

Title: Assistant Secretary

ATTEST:

Ameren Illinois Company d/b/a Ameren Illinois

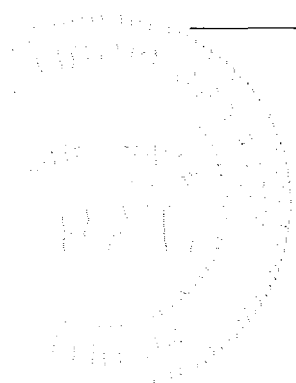
[Signature]

ASSISTANT SECRETARY

By: Scott A. Glasser

Scott A. Glasser
VP-Gas & Electric Technical Services

WAG
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
Title: VP-Gas & Electric Technical Services

2/10/11
[Signature]
2/10/11

SECOND AMENDMENT
TO
RATE SCHEDULE FTL-1 SERVICE AGREEMENT

This Second Amendment to Rate Schedule FTL-1 Service Agreement (this "Amendment") is made and entered into this 28th day of Nov, 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, in order to comply with a FERC Order in Docket No. RP11-2639-001, issued on October 28, 2011, the Parties agree to amend Section 10.2(c) of the Service Agreement.

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 the later of; (1) Company providing notice of termination to FERC and (2) 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]
Title: President

By: [Signature] 11/28/11
Title: Scott A. Glasser
VP-Gas & Electric Technical Services

By: [Signature]
Title: _____

Jon A. Dobson
Corporate Secretary

Appendix B

Northern Border Pipeline Company

Marked Amendments

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

SECOND AMENDMENT
TO
RATE SCHEDULE FTL-1 SERVICE AGREEMENT

This Second Amendment to Rate Schedule FTL-1 Service Agreement (this "Amendment") is made and entered into this _____ day of _____, 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, in order to comply with a FERC Order in Docket No. RP11-2639-001, issued on October 28, 2011, the Parties agree to amend Section 10.2(c) of the Service Agreement.

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:

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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: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____