

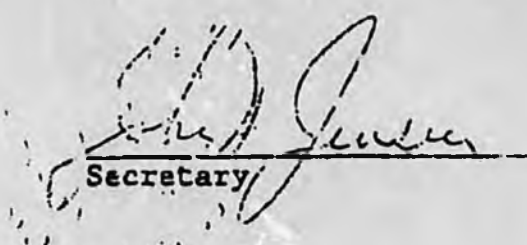
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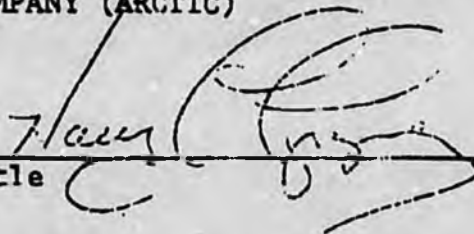
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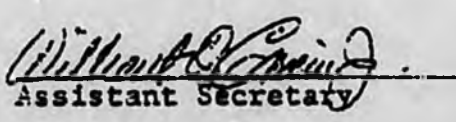
ATTEST:

  
Secretary

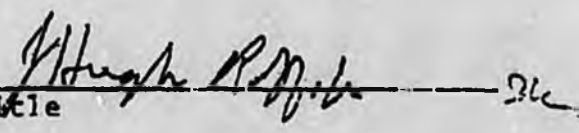
PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

By   
Title

ATTEST:

  
Assistant Secretary

UNITED ALASKA FUELS CORPORATION

By   
Title

AMENDMENT NO. 1

(Effective May 19, 1978)

TO

ALASKAN NORTHWEST NATURAL GAS

TRANSPORTATION COMPANY

GENERAL PARTNERSHIP AGREEMENT

The General Partnership Agreement (effective as of January 31, 1978) is hereby amended in the following respects:

1. Section 5, Allocation of Profits and Losses, is deleted.
2. In lieu thereof, the following shall be inserted:
  5. Allocation of Profits and Losses.

5.1 Contemporaneous Joinder of Partnership: In the event all Partners execute this Partnership Agreement on or before March 17, 1978, and unless the Partnership Commitment Agreement provides otherwise, all net profits and net losses and credits of the Partnership shall be allocated to the respective Capital Accounts of the Partners in accordance with their respective Partner's Percentages. Such allocations shall be made for each calendar month based upon the weighted average of each Partner's Percentage during such month. These allocations are subject to retroactive adjustments resulting from any changes in Capital Accounts pursuant to FERC or other governmental order.

5.2 Non-Contemporaneous Joinder: In the event some Partners execute this Agreement on or before March 17, 1978, and other Partners are admitted to the Partnership after March 17, 1978, and unless the Partnership Commitment Agreement provides otherwise, and unequal allocation of all net profits and net losses and credits of the Partnership shall be made in recognition of the greater degree of financial risk, Partnership responsibility and commitment of personnel and capital assumed by those Partners who execute this Agreement on or before March 17, 1978. Allocations made under this Section 5.2 shall be made for each calendar month based upon the weighted average of each Partner's Percentage during such month. These allocations are subject to retroactive adjustments resulting from any changes in Capital Accounts pursuant to FERC or other governmental order.

5.2.1 The Capital Account of any Partner admitted to Partnership after March 17, 1978, shall be allocated that share of all net profits, net losses and credits of the Partnership

accruing after such Partner's admission (exclusive of losses allocated under Section 5.2.3) as such Partner's Percentage would entitle that Partner to receive, less a discount as set forth below:

<u>Admission Date</u>	<u>Discount</u>
After Commitment Date	15%
1-1-80 thru Commitment Date	10%
7-1-79 thru 12-31-79	6%
1-1-79 thru 6-30-79	4%
7-1-78 thru 12-31-78	2%
3-18-78 thru 6-30-78	1%

5.2.2 The net profits, net losses and credits of the Partnership remaining after deducting the net profits, net losses and credits determined under Section 5.2.1 (exclusive of losses allocated under Section 5.2.3) shall be allocated to the respective Capital Account of each Partner executing this Agreement prior to March 18, 1978, in the proportion that each such Partner's Percentage bears to the total of the Partners' Percentages of all such Partners.

5.2.3 Losses realized from the sale, abandonment or other disposition of Partnership assets (other than in the ordinary course of business) prior to the In-Service Date shall be allocated among all Partners in accordance with the Partners' Percentages as of the date of such disposition.

This Amendment No. 1 shall be effective as of May 19, 1978, and is consented to and agreed upon by all Partners.

IN WITNESS WHEREOF, the Parties named below (being all of the Partners as of May 19, 1978) have caused this Amendment to be executed by their respective duly authorized officers on the date shown.

GENERAL PARTNERS:

ATTEST:

NORTHERN ARCTIC GAS COMPANY

/s/ Dan B. O'Brien, Jr.  
General Counsel

By /s/ Gordon L. Severa  
Title President  
May 19, 1978

ATTEST:

/s/ Barbara Moreno  
Asst. Secretary

NORTHWEST ALASKAN PIPELINE COMPANY

By /s/ John G. McMillian  
Title Chairman of the Board  
May 19, 1978

ATTEST:

/s/ Wendell Doggett  
Asst. Secretary

PAN ALASKAN GAS COMPANY

By /s/ K. E. Kalen  
Title President  
May 19, 1978

ATTEST:

/s/ D. E. Gibson  
Counsel

NATURAL GAS CORPORATION OF  
CALIFORNIA

By /s/ John A. Sproul  
Title Chairman of the Board  
May 19, 1978

ATTEST:

/s/ Helen M. Farneman  
Asst. Secretary

PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

By /s/ Harry Lefage  
Title President  
May 19, 1978

ATTEST:

/s/ W. O. Crain, Jr.  
Asst. Secretary

UNITED ALASKA FUELS CORPORATION

By /s/ D. Lamar Smith  
Title Vice President  
May 19, 1978



AMENDMENT NO. 2  
AGREEMENT DATED AS OF JANUARY 1, 1980  
BETWEEN  
ALASKAN NORTHWEST NATURAL GAS TRANSPORTATION COMPANY  
AND  
AMERICAN NATURAL ALASKAN COMPANY

THIS AGREEMENT dated as of January 1, 1980  
(Amendment No. 2) by and among ALASKAN NORTHWEST NATURAL  
GAS TRANSPORTATION COMPANY, a New York general partnership,  
("Partnership") formed pursuant to the Alaskan Northwest  
Natural Gas Transportation Company General Partnership  
Agreement effective as of January 31, 1978 ("Partnership  
Agreement"), and American Natural Alaskan Company, a  
Delaware corporation ("American Natural Alaskan") and a  
a wholly owned subsidiary of American Natural Resources  
Company, a Michigan corporation,

WITNESSETH THAT:

WHEREAS, American Natural Alaskan has requested the  
Partnership to admit American Natural Alaskan as a Partner  
on the terms and conditions set forth in this Amendment No.  
2, and the Partnership is willing to admit American Natural  
Alaskan as a Partner on such terms and conditions; and

WHEREAS, the terms of the admission of American Natural  
Alaskan to the Partnership, as set forth in Amendment No. 2,  
require the amendment or waiver of certain terms, conditions,  
or provisions in the Partnership Agreement, and the Partnership

is willing to agree to such amendments or waivers;  
and

WHEREAS, American Natural Alaskan is ready, willing and able to abide by and comply with all the terms, conditions, and provisions of the Partnership Agreement, as amended hereby; and

WHEREAS, the Partnership and American Natural Alaskan agree that Amendment No. 2 will be subject to the approval of the Federal Energy Regulatory Commission;

NOW, THEREFORE, the Partnership and American Natural Alaskan, intending to be legally bound hereby, agree as follows:

I

In accordance with the provisions of this Amendment No. 2, and the Partnership Agreement as amended hereby, American Natural Alaskan shall become a Partner in the Partnership as of January 1, 1980 (hereinafter called the "Admission Date"). In consideration of becoming a Partner, American Natural Alaskan shall make capital contributions to the Partnership on the terms and subject to the conditions of Section 4 of the Partnership Agreement, as amended by this Amendment No. 2.

II

Section 1 of the Partnership Agreement is amended, effective as of the Admission Date, to add a new section 1.7 to read as follows:

"1.7 AMERICAN NATURAL ALASKAN COMPANY, (hereinafter called 'American Natural Alaskan'), a corporation organized under the laws of the State of Delaware, with its principal corporate offices at One Woodward Avenue, Detroit, Michigan 48226. American Natural Alaskan represents that: (a) all of its capital stock is owned by American Natural Resources Company, a Michigan corporation; and (b) American Natural Alaskan or an Affiliate intends to become a Shipper."

III

Section 3.6 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"3.6 Representations and Warranties Concerning Formation of Partnership: Each Partner represents and warrants that, subject to the receipt of all necessary regulatory approvals relating to this Agreement and the investment of the Partners in this Partnership, the execution and delivery of this Agreement, the formation of the Partnership and the performance hereof will not contravene any provision of, or constitute a default under, any indenture, mortgage or other agreement of such Partner or any Affiliate of such Partner or any order of any court, commission or governmental agency having jurisdiction, and this Agreement is a valid and enforceable Agreement against such Partner except insofar as enforcement hereof may be limited by bankruptcy, insolvency or other similar laws related to or affecting the enforcement of creditors' rights. Each of the Parties to this Agreement set forth in Sections 1.1 through 1.7 represents that it is not subject to or is

exempt from the jurisdiction of the SEC as a public utility holding company within the meaning of the of the Public Utility Holding Company Act of 1935."

IV

Section 4.1.3 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"4.1.3 Subject to such change as may be necessary by Section 4.1.4, the identification and value to the Project of the Qualified Expenditures of any Partner or any Affiliate of a Partner (other than Northwest) shall be determined by the Board of Partners. Upon review and determination of the value of the Qualified Expenditures of such Partners or Affiliates (other than Northwest), as herein provided (such review and determination to be made as soon as practicable after the Formation Date and, in any event, prior to November 30, 1978), the Capital Account of each Partner (other than Northwest) shall be credited with the amount so determined. Each Partner claiming a Qualified Expenditure shall permit the Partners reasonable access to its books and records to verify such expenditures

A Partner admitted to the Partnership after November 30, 1978, hereinafter referred to as an Additional Partner, shall have a reasonable time after the date of admission to submit to the Partnership the amount of Qualified Expenditures that the Additional Partner proposes to have included in its Capital Account. The Board of Partners shall review and determine the value of such Qualified Expenditures to the Project on the same basis as the Qualified Expenditures of other Partners (other than Northwest) and the Capital Account of such Additional Partner shall be credited with the amount so determined, subject to such change as may be necessary by Section 4.1.4. A Partner claiming Qualified Expenditures under this paragraph shall permit the Partners reasonable access to its books and records to verify such expenditure."

V

Section 4.1.4 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"4.1.4 Qualified Expenditures, and the value of assets generated thereby, shall be subject to review and verification by the FERC, and only those expenditures, and the values ascribed to such assets, found by the FERC to reflect reasonable and necessary expenditures, prudently incurred, shall be retained in the Capital Accounts, and then only to the extent that FERC authorizes the inclusion thereof as a capital expenditure appropriately made on behalf of the Partnership for inclusion in rate base. Any disallowance by the FERC of an amount included in any Capital Account under Section 4.1 shall be reflected forthwith in a retroactive adjustment of (i) the Capital Account from which such amount was so disallowed and (ii) all other Capital Accounts affected by such disallowance in accordance with this Agreement.

In the event such disallowance occurs after the ownership interest of each Partner has been determined in accordance with Section 4.3.1, the retroactive adjustment required by this Section 4.1.4 shall not affect the division of interests determined in accordance with Section 4.3.1, but shall instead be reflected in the amount of capital required to be contributed by the Partners pursuant to Section 4.3.2."

VI

Section 4.2 of the Partnership Agreement is amended by changing Section 4.2.5 and by including a new section 4.2.6, effective as of the Admission Date, to read as follows:

"4.2.5 On or before December 1, 1979, and on or before each succeeding December 1 in the event the Commitment Date is estimated to occur after such succeeding December 1, the Board of Partners shall determine, taking into account budgeted costs and contractual commitments which will accrue if the Project is suspended, the anticipated cash requirements of the Partnership for the period from January 1, 1980 (or from any succeeding January 1) through the date then estimated to be the Commitment Date. Immediate notice of each such determination shall be given to all Partners. Each Partner agrees, subject to the withdrawal rights specified in Section 4.4.3, to contribute to the Partnership, for the period commencing January 1, 1980 and ending with the Commitment Date, an amount equal to (i) the amount by which the anticipated cash requirements of the Partnership during such period exceeds the amount contributed by American Natural Alaskan pursuant to Section 4.2.6, divided by (ii) the number of Partners.

4.2.6 American Natural Alaskan agrees, notwithstanding anything to the contrary in Section 4.4.3, which Section shall not be applicable to this Section 4.2.6, to contribute to the Partnership that amount which is equal to the amount contributed by any Partner pursuant to Section 4.2 from the Formation Date through January 7, 1980. Until American Natural Alaskan shall have contributed to the Partnership the entire amount required to be contributed by it pursuant to this Section 4.2.6, it shall, notwithstanding anything to the contrary in Section 4.4, contribute to the Partnership pursuant to this Section 4.2.6, on each date on which a capital contribution pursuant to Section 4.2.5 shall become due and payable, an amount equal to the lesser of (i) the highest amount contributed by any Partner pursuant to Section 4.2.5 on such date or (ii) the balance remaining to be contributed by American Natural Alaskan pursuant to this Section 4.2.6. The contributions made by American Natural Alaskan pursuant to this Section 4.2.6 shall be in addition to American Natural Alaskan's contributions pursuant to Section 4.2.5."

VII

Notwithstanding anything in Amendment No. 2 to the contrary, each Partner agrees that solely for purposes of Section 5 of the Partnership Agreement, American Natural Alaskan shall be treated as if it had executed the Partnership Agreement on or before March 17, 1978.

VIII

Section 8.3.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.3.1 The Executive Committee shall consist of a Chairman and six members. Each Partner named in Sections 1.1 through 1.7 (or any substitute Partner succeeding to its interest hereunder) shall designate a representative to serve on the Executive Committee, and the Chairman of the Board of Partners shall also be the Chairman of the Executive Committee. Any vacancy on the Executive Committee occasioned by the withdrawal of a Partner named in Sections 1.1 through 1.7 (or any substitute Partner succeeding to its interest hereunder) shall be filled by the Board of Partners."

IX

Section 8.4.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.4.1 The Audit Committee shall consist of six members selected to serve by the Board of Partners. No member of the Audit Committee shall be affiliated in any manner with Northwest, and no Partner may have more than one representative on the Audit Committee. The Board of Partners shall designate one member of the Audit Committee to serve as Chairman of the Audit Committee. Decisions of the Audit Committee shall be by a majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

X

Section 8.5.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.5.1 The Compensation Committee shall consist of six members selected by the Board of Partners. No member of the Compensation Committee shall be affiliated in any manner with Northwest, and no Partner shall have more than one representative on the Compensation Committee. The Board of Partners shall designate one member to serve as Chairman of the Compensation Committee. Decisions of the Compensation Committee shall be by majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

XI

For the purposes of Section 11.1 of the Partnership Agreement, execution of this Amendment No. 2 shall (a) satisfy the requirement that a new Partner execute a counterpart of the Partnership Agreement, and (b) constitute American Natural Alaskan's warranty and representation that it has satisfied the conditions for admission to the Partnership set forth in Sections 11.1.2 through 11.1.4.

XII

Section 14.2.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"14.2.1 Except as provided in Section 14.2.2, the Corporation shall issue a number of shares of its common stock to each Partner in consideration for the transfer of the Partnership's business and assets which is the same percentage of the total number of such shares so issued as each such Partner's respective Partner's Percentage as of the date of the transfer, giving effect, however, to the special allocation provisions of Section 5.2, to the extent such provisions are applicable, in such a manner as to preserve the discounts provided therein for Partners admitted to the Partnership after March 17, 1978."

XIII

Sections 15.2 and 15.8 of the Partnership Agreement are amended, and a new Section 15.9 is added, effective as of the Admission Date, to read as follows:

"15.2 Right to Withdraw: Any Partner shall have the right to withdraw from the Partnership at any time prior to the Commitment Date upon written notice pursuant to Section 16.2 to the other Partners and to the Partnership (the 'Withdrawal Notice') so stating. Rights of Withdrawal on and after the Commitment Date shall be as specified in the Partnership Commitment Agreement."

"15.8 Continuation of Partnership: Except as provided in Sections 15.3 and 15.7, it is understood and agreed by each of the Partners that the relationship of partnership among them is intended to continue without interruption until such relationship is either specifically dissolved by unanimous consent of all the Partners or by the occurrence of one of the events specified in Sections 15.3 and 15.7 as an event of dissolution, and each Partner waives and releases its right to dissolve or obtain dissolution of the Partnership in any other manner or for any other

reason. In this connection, the Partners agree and intend that the Partnership shall not be dissolved by the admission of a new Partner pursuant to Section 11.1.1 or by the withdrawal of a Partner from the Partnership. If, notwithstanding the foregoing understanding, agreements and intentions of the Partners, the Partnership may at any time or from time to time be deemed by operation of law and otherwise than pursuant to Section 15.3 or 15.7 to be dissolved and subject to winding up, each of the Partners hereby covenants and agrees with the other Partners as follows:

"15.8.1 The business affairs of the Partnership shall continue without interruption and be carried out by a new partnership (the 'Successor Partnership');

"15.8.2 The Partners of the Successor Partnership shall be the Persons who were Partners hereunder at the time of such dissolution, and the Successor Partnership and the Partners thereof shall be governed by the terms of this Agreement as if the Successor Partnership were the Partnership;

"15.8.3 Each of the Partners covenants and agrees to execute such further agreements, including (without limitation) notes, novations and accommodations as may be necessary to continue the business of the Partnership by the Successor Partnership and to protect and perfect any lien or security interest granted by the Partnership;

"15.8.4 Each Partner waives and releases, to the full extent it may lawfully do so, all rights to a winding up or liquidation of the business of the Partnership, notwithstanding that the dissolution of the Partnership may be caused wrongfully or otherwise in contravention of this Agreement by such Partner or any other Partner and further notwithstanding that, at the time of such dissolution such Partner shall be, or be deemed to be or thereby become, a Withdrawing Partner pursuant to this Agreement; and

"15.8.5 As used in this Section 15.8, the term 'Partnership,' at any point in time, shall mean the Partnership originally formed pursuant to this Agreement or the Successor Partnership which at such time is continuing the business and affairs of the Partnership originally so formed."

"15.9 Effect of Withdrawal: Any Partner which shall exercise its right to withdraw from the Partnership prior to the Commitment Date pursuant to Section 15.2 or shall be deemed to have withdrawn from the Partnership by operation of Section 4.4.5 or 15.4 (herein called a 'Withdrawing Partner') shall have those rights stated in Section 4.4.4 and no others. Withdrawal by one or more Partners pursuant to Section 15.2 or by operation of Sections 4.4 or 15.4 shall not (i) effect a dissolution of the Partnership or (ii) affect obligations previously incurred by the Withdrawing Partner. Withdrawal pursuant to Section 4.4.5, 15.2 or 15.4 shall, ipso facto, terminate the Withdrawing Partner's status as a Partner, forfeit all voting rights in Partnership affairs and terminate all representation on Partnership committees and the Board of Partners."

#### XIV

Section 16.13 of the Partnership Agreement is amended to add a new section 16.13.1, effective as of the Admission Date, to read as follows:

"16.13.1 Upon the admission of an Additional Partner subsequent to the issuance by the FERC of the order in response to the filing required by section 16.13, the Partners agree to cooperate in the immediate preparation, submission and prosecution of a filing seeking an order from FERC approving the admission of the Additional Partner under the terms and conditions agreed to for admission. In the event the FERC fails to issue an order or orders to the effect stated above or which is otherwise in form or substance

satisfactory to the Partnership, as determined by the Board of Partners, and no corrective amendments to this Amendment or other documents satisfactory to the Partnership, as determined by the Board of Partners, can be executed sufficient to obtain such satisfactory order, the agreement to admit the Additional Partner shall be null and void, and the Additional Partner shall promptly receive a full refund of its cash contributions, and all capital contributions pursuant to Section 4.1 shall be rescinded in full, with any tangible assets represented thereby which have been previously delivered by such Additional Partner to the Partnership returned to such Additional Partner.

XV

This Amendment No. 2 shall be governed by and interpreted in accordance with the laws of New York. Terms used in this Amendment No. 2 which are defined in the Partnership Agreement are, unless the context otherwise requires, used herein as therein defined.

XVI

This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVII

This Amendment No. 2 embodies the entire agreement and understanding between the Partnership and American Natural Alaskan and supersedes all prior agreements and understandings relating to the terms and conditions of the admission of American Natural Alaskan

as a Partner and any other matters which are the subject of this Amendment No. 2.

XVIII

This Amendment No. 2 and the obligations of the Partnership and American Natural Alaskan hereunder are subject to all applicable laws, rules, orders and regulations of United States federal, state or local governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

IN WITNESS WHEREOF, the parties have executed this  
Amendment No. 2 as of the day and year first written.

ATTEST:

AMERICAN NATURAL ALASKAN COMPANY

Thom J. Ben. 199  
Secretary

James J. Chubb  
President

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

James B. Mason

By John S. McMill

ATTEST:

NORTHERN ARTIC GAS COMPANY

\_\_\_\_\_

By

ATTEST:

PAN ALASKAN GAS COMPANY

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

CALASKA ENERGY COMPANY

Sproul  
Secretary

By John A. Sproul  
Chairman of the Board

IN WITNESS WHEREOF, the parties have executed this  
Amendment No. 2 as of the day and year first written.

ATTEST:

AMERICAN NATURAL ALASKAN COMPANY

\_\_\_\_\_

\_\_\_\_\_

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

NORTHERN ARTIC GAS COMPANY

*[Signature]*  
Assistant Secretary

By *Gordon Severa*  
President

ATTEST:

PAN ALASKAN GAS COMPANY

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

CALASKA ENERGY COMPANY

\_\_\_\_\_

By \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this  
Amendment No. 2 as of the day and year first written.

ATTEST:

AMERICAN NATURAL ALASKAN COMPANY

\_\_\_\_\_

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

NORTHERN ARTIC GAS COMPANY

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

PAN ALASKAN GAS COMPANY

*J. J. J. J.*  
\_\_\_\_\_  
Assistant Secretary

By *K. E. Kalen*  
\_\_\_\_\_  
K. E. Kalen, President

ATTEST:

CALASKA ENERGY COMPANY

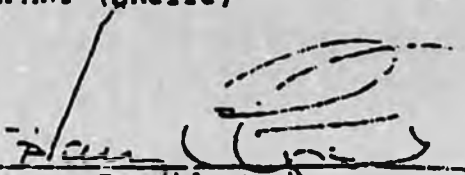
\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

  
\_\_\_\_\_  
Assistant Secretary

By   
\_\_\_\_\_  
President

ATTEST:

UNITED ALASKA FUELS CORPORATION

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

UNITED ALASKA FUELS CORPORATION

W. O. Emery  
Asst. Secretary

By A. L. Hamlin

AMENDMENT NO. 3  
AGREEMENT DATED AS OF AUGUST 1, 1980  
BETWEEN  
ALASKAN NORTHWEST NATURAL GAS TRANSPORTATION COMPANY  
AND  
COLUMBIA ALASKAN GAS TRANSMISSION CORPORATION,  
TETCO FOUR, INC., TEXAS GAS ALASKA CORPORATION,  
AND TRANSCANADA PIPELINE ALASKA LTD.

THIS AGREEMENT dated as of August 1, 1980 (Amendment No. 3) by and among ALASKAN NORTHWEST NATURAL GAS TRANSPORTATION COMPANY, a New York general partnership, ("Partnership") formed pursuant to the Alaskan Northwest Natural Gas Transportation Company General Partnership Agreement effective as of January 31, 1978 ("Partnership Agreement"), and Columbia Alaskan Gas Transmission Corporation, a Delaware corporation ("Columbia Alaska") and a wholly-owned subsidiary of Columbia Gas System, Inc., a Delaware corporation; Tetco Four, Inc., a Delaware corporation ("Tetco Four") the capital stock of which is owned fifty percent by Texas Eastern Transmission Corporation and fifty percent by Transwestern Pipeline Company, Delaware corporations; Texas Gas Alaska Corporation, a Delaware corporation ("Texas Gas Alaska") and a wholly owned subsidiary of Texas Gas Transmission Corporation, a Delaware corporation; and TransCanada Pipeline Alaska Ltd., a Nevada corporation ("TransCanada-Alaska") all of whose capital stock is owned indirectly by TransCanada Pipeline Limited, a Canadian corporation.

WITNESSETH THAT:

WHEREAS, on February 6, 1980 by a filing in Docket No. CP78-123, et al., the Partnership gave notice to the Federal Energy Regulatory Commission ("Commission") of Amendment No. 2 to the Partnership Agreement, which set forth the terms and conditions agreed to for the admission into the Partnership of American Natural Alaskan Company ("American Natural Alaskan"), and the Partnership further notified the Commission that for a period of thirty days ("grace period") following the issuance by the Commission of a notice of the filing of Amendment No. 2 that membership in the Partnership would be available to other eligible, interested persons on the same terms and conditions agreed to with American Natural Alaskan; and

WHEREAS, on August 1, 1980 the Commission issued its Notice Of The Filing Of A Notice Of Amendment To Partnership Agreement, And Order Inviting Comments setting forth the terms of Amendment No. 2 and the offer of a grace period for additional membership, and requesting comments; and

WHEREAS, in response to the Partnership offer of a grace period, Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska have separately requested to be admitted as a Partner on the terms and conditions set forth in this Amendment No. 3, and the Partnership is willing to admit each one as a Partner on such terms and conditions; and

WHEREAS, the terms of the admission of Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska to the Partnership, as set forth in Amendment No. 3, require the amendment or waiver of certain terms, conditions, or provisions in the Partnership Agreement, and the Partnership is willing to agree to such amendments or waivers;

WHEREAS, Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska are ready, willing and able to abide by and comply with all the terms, conditions, and provisions of the Partnership Agreement, as amended hereby; and

NOW, THEREFORE, the Partnership and Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska, intending to be legally bound hereby, agree as follows:

I

In accordance with the provisions of this Amendment No. 3, and the Partnership Agreement as amended hereby, Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska shall each become a Partner in the Partnership as of August 1, 1980 (hereinafter called the "Admission Date"). In consideration of becoming a Partner, Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska shall each make capital contributions to the Partnership on the terms and subject to the conditions of Section 4 of the Partnership Agreement, as amended by Amendment No. 2, and as further amended by this Amendment No. 3.

II

Section 1 of the Partnership Agreement is amended, effective as of the Admission Date, to add new sections 1.8 through 1.11 to read as follows:

"1.8 COLUMBIA ALASKAN GAS TRANSMISSION CORPORATION, (hereinafter called 'Columbia Alaskan'), a corporation organized under the laws of the State of Delaware, with its principal corporate offices at 20 Montchanin Road, Wilmington, Delaware 19807. Columbia Alaskan

represents that: (a) all of its capital stock is owned by Columbia Gas System, Inc., a Delaware corporation; and (b) Columbia Alaskan or an Affiliate intends to become a Shipper."

"1.9 TETCO FOUR, INC. (hereinafter called ('Tetco Four'), a corporation organized under the laws of the State of Delaware with its principal corporate offices at One Houston Center Houston, Texas 77002. Tetco Four represents that: (a) fifty percent of its capital stock is owned by Texas Eastern Transmission Corporation and fifty percent by Transwestern Pipeline Company, Delaware corporations; and (b) Tetco Four or its Affiliates intend to become Shippers."

"1.10 TEXAS GAS ALASKA CORPORATION, (hereinafter called 'Texas Gas Alaska'), a corporation organized under the laws of the State of Delaware, with its principal corporate offices at 3800 Frederica Street, Owensboro, Kentucky 42301. Texas Gas Alaska represents that: (a) all of its capital stock is owned by Texas Gas Transmission Corporation, a Delaware corporation; and (b) Texas Gas Alaska or an Affiliate intends to become a Shipper."

"1.11 TRANSCANADA PIPELINE ALASKA LTD., (hereinafter called 'TransCanada-Alaska'), a corporation organized under the laws of Nevada, with its principal corporate offices at 54 Commerce Court, Toronto, Ontario, Canada M5L 1C2. TransCanada-Alaska represents that: (a) all of its capital stock is owned indirectly by TransCanada Pipelines Limited, a Canadian corporation; and (b) TransCanada-Alaska or an Affiliate may become a Shipper."

### III

Section 3.6 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"3.6 Representations and Warranties Concerning Formation of Partnership: Each Partner represents and warrants that, subject to the receipt of all necessary regulatory approvals relating to this Agreement and the investment of the Partners in this Partnership, the execution and delivery of this Agreement, the formation of the Partnership and the performance hereof will not contravene

any provision of, or constitute a default under, any indenture, mortgage or other agreement of such Partner or any Affiliate of such Partner or any order of any court, commission or governmental agency having jurisdiction, and this Agreement is a valid and enforceable Agreement against such Partner except insofar as enforcement hereof may be limited by bankruptcy, insolvency or other similar laws related to or affecting the enforcement of creditors' rights. Each of the Parties to this Agreement, other than Columbia Alaskan, represents that it is not subject to or is exempt from the jurisdiction of the SEC as a public utility holding company within the meaning of the Public Utility Holding Company Act of 1935."

IV

Section 4.2 of the Partnership Agreement is amended by changing Section 4.2.5 and by including new sections 4.2.7 and 4.2.8, effective as of the Admission Date, to read as follows:

"4.2.5 On or before December 1, 1979, and on or before each succeeding December 1 in the event the Commitment Date is estimated to occur after such succeeding December 1, the Board of Partners shall determine, taking into account budgeted costs and contractual commitments which will accrue if the Project is suspended, the anticipated cash requirements of the Partnership for the period from January 1, 1980 (or from any succeeding January 1) through the date then estimated to be the Commitment Date. Immediate notice of each such determination shall be given to all Partners. Each Partner agrees, subject to the withdrawal rights specified in Section 4.4.3, to contribute to the Partnership, for the period commencing January 1, 1980 and ending with the Commitment Date, an amount equal to (i) the amount by which the anticipated cash requirements of the Partnership during such period exceeds the total of the amount contributed by American Natural Alaskan pursuant to Section 4.2.6, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska pursuant to Section 4.2.7, and Columbia Alaskan pursuant to Section 4.2.8, divided by (ii) the number of Partners.

4.2.7 Tetco Four, Texas Gas Alaska, and TransCanada-Alaska severally agree, notwithstanding anything to the contrary in Section 4.4.3, which Section shall not be applicable to this Section 4.2.7, to contribute to the Partnership that amount which is equal to the amount contributed by any Partner named in Sections 1.1 through 1.6 pursuant to Section 4.2 from the Formation Date through August 12, 1980. Until Tetco Four, Texas Gas Alaska, and TransCanada-Alaska shall have each contributed to the Partnership the entire amount required to be contributed by it pursuant to this Section 4.2.7, each shall, notwithstanding anything to the contrary in Section 4.4, contribute to the Partnership pursuant to this Section 4.2.7, on each date on which a capital contribution pursuant to Section 4.2.5 shall become due and payable, an amount equal to the lesser of (i) the highest amount contributed by any Partner named in Sections 1.1 through 1.6 pursuant to Section 4.2.5 on such date or (ii) the balance remaining to be contributed separately by Tetco Four, Texas Gas Alaska, and TransCanada-Alaska pursuant to this Section 4.2.7. The contributions made by Tetco Four, Texas Gas Alaska, and TransCanada-Alaska pursuant to this Section 4.2.7 shall be in addition to the contributions of Tetco Four, Texas Gas Alaska, and TransCanada-Alaska pursuant to Section 4.2.5.

4.2.8 Upon the receipt by Columbia Alaskan of authorization from the SEC to participate in the Partnership pursuant to the Public Utility Holding Company Act of 1935, which shall occur after the Admission Date and subsequent to one or more requests for cash contributions pursuant to Section 4.2.5, as of the next such request for a cash contribution, Columbia Alaskan shall contribute an amount equal to the sum of (i) the amount previously paid by a Partner subject to both Sections 4.2.5 and 4.2.7 plus (ii) the cash contribution then requested, computed as if Columbia Alaskan were subject to the provisions of Section 4.2.7. Thereafter, for the purposes of cash contributions under Section 4.2.5, the contribution of Columbia Alaskan shall be calculated according to the provisions of Section 4.2.7 as if Columbia Alaskan were included therein on an equal basis with Tetco Four, Texas Gas Alaska, and TransCanada-Alaska."

V

Notwithstanding anything in the Partnership Agreement, as amended, that may be to the contrary, the Partnership and Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska agree that Section 4.3.1 of the Partnership Agreement is not intended to require, and will not be construed to require, any Partner to assume a Partnership interest greater than that interest which such Partner has elected pursuant to Section 4.3.1.

VI

Notwithstanding anything in the Partnership Agreement, as amended, to the contrary, each Partner agrees that solely for purposes of Section 5 of the Partnership Agreement, Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska shall be treated as if they had executed the Partnership Agreement on or before March 17, 1978.

VII

Section 8.3.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.3.1 The Executive Committee shall consist of a Chairman and ten members. Each Partner named in Sections 1.1 through 1.11 (or any substitute Partner succeeding to its interest hereunder) shall designate a representative to serve on the Executive Committee, and the Chairman of the Board of Partners shall also be the Chairman of the Executive Committee. Any vacancy on the Executive Committee occasioned by the withdrawal of a Partner named in Sections 1.1 through 1.11 (or any substitute Partner succeeding to its interest hereunder) shall be filled by the Board of Partners."

VIII

Section 8.4.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.4.1 The Audit Committee shall consist of ten members. No member of the Audit Committee shall be affiliated in any manner with Northwest, and each Partner (other than Northwest) admitted

to the Partnership prior to September 1, 1980 shall have one representative on the Audit Committee. The Board of Partners shall designate one member of the Audit Committee to serve as Chairman of the Audit Committee. Decisions of the Audit Committee shall be by a majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

IX

Section 8.5.1 of the Partnership Agreement is amended, effective as of the Admission Date, to read as follows:

"8.5.1 The Compensation Committee shall consist of ten members. No member of the Compensation Committee shall be affiliated in any manner with Northwest, and each Partner (other than Northwest) admitted to the Partnership prior to September 1, 1980 shall have one representative on the Compensation Committee. The Board of Partners shall designate one member to serve as Chairman of the Compensation Committee. Decisions of the Compensation Committee shall be by majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

X

For the purposes of Section 11.1 of the Partnership Agreement, execution of this Amendment No. 3 shall (a) satisfy the requirement that a new Partner execute a counterpart of the Partnership Agreement, and (b) except for Columbia Alaskan with respect to Section 11.1.4, constitute a warranty and representation by Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska that each has satisfied the conditions for admission to the Partnership set forth in Sections 11.1.2 through 11.1.4, and (c) constitute satisfaction of the requirements of Section 11.1.1.

XI

This Amendment No. 3 shall be governed by and interpreted in accordance with the laws of New York. Terms used in this Amendment No. 3 which are defined in the Partnership Agreement are, unless the context otherwise requires, used herein as therein defined.

XII

This Amendment No. 3 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII

This Amendment No. 3 embodies the entire agreement and understanding between the Partnership and Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska and supersedes all prior agreements and understandings relating to the terms and conditions of the admission of Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska as Partners and any other matters which are the subject of this Amendment No. 3.

XIV

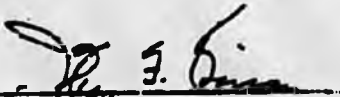
This Amendment No. 3 and the obligations of the Partnership and Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska hereunder are subject to all applicable laws, rules, orders and regulations of United States federal, state or local governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

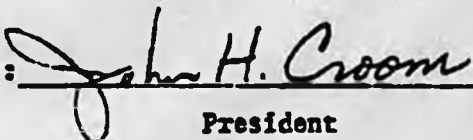
The Partnership and Columbia Alaskan, Tetco Four, Texas Gas Alaska, and TransCanada-Alaska agree that admission to the Partnership is subject to a condition subsequent of Commission approval of the thirty-day grace period as tendered in the February 6, 1980 Partnership filing and Commission approval of this Amendment No. 3.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year first written.

ATTEST:

COLUMBIA ALASKAN GAS TRANSMISSION  
CORPORATION

  
Assistant Secretary

By:   
President

ATTEST:

Joseph T. Walter

TETCO FOUR, INC.

By: H. Wayne Hilde

ATTEST:

\_\_\_\_\_

TEXAS GAS ALASKA CORPORATION

By: \_\_\_\_\_

ATTEST:

[Signature]

TRANSCANADA PIPELINE ALASKA LTD.

By: R. Robinson

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

John Mason

NORTHWEST ALASKAN PIPELINE COMPANY

By: John McMillan

ATTEST:

\_\_\_\_\_

NORTHERN ARCTIC GAS COMPANY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

PAN ALASKAN GAS COMPANY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CALASKA ENERGY COMPANY

By: John C. ...

ATTEST:

TETCO FOUR, INC.

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TEXAS GAS ALASKA CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TRANSCANADA PIPELINE ALASKA LTD.

\_\_\_\_\_

By: \_\_\_\_\_

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

NORTHERN ARCTIC GAS COMPANY

*[Signature]*  
\_\_\_\_\_  
Assistant Secretary

By: *[Signature]*  
\_\_\_\_\_  
President

ATTEST:

PAN ALASKAN GAS COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

CALASKA ENERGY COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TETCO FOUR, INC.

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TEXAS GAS ALASKA CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TRANSCANADA PIPELINE ALASKA LTD.

\_\_\_\_\_

By: \_\_\_\_\_

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

NORTHERN ARCTIC GAS COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

PAN ALASKAN GAS COMPANY

Robert W. Reed

By: R. E. Kelen

ATTEST:

CALASKA ENERGY COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TETCO POOR, INC.

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TEXAS GAS ALASKA CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TRANSCANADA PIPELINE ALASKA LTD.

\_\_\_\_\_

By: \_\_\_\_\_

ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY

By each of its Partners:

ATTEST:

NORTHWEST ALASKAN PIPELINE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

NORTHERN ARCTIC GAS COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

PAN ALASKAN GAS COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

CALASKA ENERGY COMPANY

\_\_\_\_\_

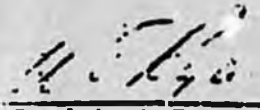
By: \_\_\_\_\_


*[Signature]*  
Secretary

*[Signature]*  
Chairman of the Board

ATTEST:

PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

  
\_\_\_\_\_  
Assistant Secretary

By:   
\_\_\_\_\_  
President

ATTEST:

UNITED ALASKA FUELS CORPORATION

By: \_\_\_\_\_

ATTEST:

AMERICAN NATURAL ALASKAN COMPANY

By: \_\_\_\_\_

ATTEST:

PACIFIC INTERSTATE TRANSMISSION  
COMPANY (ARCTIC)

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

UNITED ALASKA FUELS CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

AMERICAN NATURAL ALASKAN COMPANY

\_\_\_\_\_

By: James J. Chubbett

AMENDMENT NO. 4  
(EFFECTIVE JANUARY 1, 1995)  
TO  
ALASKAN NORTHWEST NATURAL GAS  
TRANSPORTATION COMPANY  
GENERAL PARTNERSHIP AGREEMENT

WHEREAS, Northwest Alaskan Pipeline Company ("Northwest Alaskan") has notified Alaskan Northwest Natural Gas Transportation Company (the "Partnership") of its withdrawal from the Partnership effective December 31, 1994;

WHEREAS, the Partners to the Alaskan Northwest Natural Gas Transportation Company General Partnership Agreement ("Partnership Agreement"), as the term Partner is defined in the Partnership Agreement, hereby amend the Partnership Agreement with the intent of continuing the Partnership and with the Amendments being made only to the extent necessary to effectuate the withdrawal of Northwest Alaskan from the Partnership and the termination of the Operating Agreement

Therefore, the Partnership Agreement (effective as of January 31, 1978) is hereby amended in the following respects:

- Section 4.3.1 is amended to state as follows:

"4.3.1 Prior to the Commitment Date, the ownership interest in the Partnership shall be apportioned among the Partners by mutual agreement; provided, however, that if the ownership interests elected by the Partners exceeds the total ownership interest, then the ownership interest in the Partnership shall be apportioned among the Partners in the ratio that each Partner's Capital Account bears to the total of the Capital Accounts of all Partners; provided, further, however, that if the above apportionment would cause an increase in any Partner's ownership interest above that which that Partner elects, then the increase above the Partner's election shall be apportioned among the other Partners in the same ratio as described before. For the purposes of calculating the apportionment of interest to Partners pursuant to this Section if mutual agreement has not been reached, the Capital Accounts of the Partners as of the end of the most recent month next preceding the date when apportionment occurs, shall be used."

- Section 4.3.2 is amended to state as follows:

"4.3.2 After the Commitment Date, and after apportionment among the Partners of the ownership interest in the Partnership, each Partner shall, as provided in Section 4.3.3, contribute the capital necessary to make the Partners'

Percentages reflect the division of interest so elected and apportioned."

- A new Section 7.10 is included to state as follows:

"Section 7.10 Technical Information, Copyrights and Patents

7.10.1 Technical Information and Copyrights: During the term of this Agreement, each Partner shall have access to all proprietary technical information and copyrightable material generated or received by the Operator under this Agreement or by any Partner, Person, contractor or agent performing work under this Agreement. Proprietary technical information and copyrightable material relating to the Project shall be owned by the Partners in undivided interest equivalent to such Partner's percentage interest in the Partnership. A Partner shall have the right to use and dispose of said proprietary technical information and copyrightable material in any manner, it, in its sole discretion, deems appropriate, provided however, that each Partner agrees as follows:

(i) to maintain said proprietary technical information and copyrightable material in confidence so long as it is not part of the public knowledge or not otherwise available to a Partner and to exercise the same degree of care regarding said proprietary technical information and copyrightable material as such Partner exercises with regard to its own proprietary technical information and copyrightable material;

(ii) to disclose said proprietary technical information and copyrightable material referred to herein only to those Affiliates which are obliged to exercise the aforesaid degree of care;

(iii) to disclose said proprietary technical information and copyrightable material referred to herein only to those third Persons who are participants in a joint operation (which is directly related to the Project) with said Partners or their Affiliates and who are obligated to exercise the aforesaid degree of care; and

(iv) to disclose said proprietary technical information and copyrightable material to a representative of the government, as required by statute, regulation, rule or order.

Nothing in this Section 7.10.1 shall grant or convey or be deemed to grant or convey any right whatsoever under any patent

Any Partner that intends to use the Partnership's proprietary technical information and copyrightable material, as

described above, shall bear all costs and expenses incurred to access such proprietary technical information and copyrightable material from the Partnership on a time and material basis

A Partner forfeits its undivided ownership interest in such proprietary technical information and copyrightable material upon withdrawal from the Partnership pursuant to Section 15 of the Partnership Agreement

Section 7.10.2 Patents: Each Partner agrees that any patent or patent application covering an invention, discovery or improvement which arises out of any research or development program carried out for the Partnership and paid for by the Partnership by any contractor or other agent for the Project shall belong jointly to the Partners, and each Partner shall have an undivided interest in each such patent and patent application equivalent to such Partner's percentage in the Partnership Agreement. The Partners agree that title to any such patent or patent application may be held in the name of one Partner for the benefit of all Partners and the Partnership. A Partner forfeits its undivided ownership interest in any patent or patent application upon withdrawal from the Partnership "

- Section 8.1.2 is amended to state as follows:

"8.1.2 The day-to-day management of the affairs of the Partnership, including supervision of the construction of the Project and the operation of the Line, and activities reasonably related thereto, shall be the responsibility of the Operator, as the term Operator is defined in Section 8.6.1."

- Section 8.2.2 is amended by deleting the first eleven lines of that Section that state: "The representative of Northwest shall be the Chairman of the Board of Partners but if the total interest which Northwest holds, after its election under Section 4.3.1, in the Partnership is less than 5 percent, or if a Northwest representative is removed as Chairman as below provided, the Chairman shall be elected by the Board of Partners. If Northwest's representative is entitled to the office of Chairman, and if for any reason John G. McMillian is unavailable to serve, Northwest shall designate another representative to serve as Chairman, with the advice and consent of the Board of Partners," and substituting the following:

"8.2.2 The Chairman of the Board of Partners shall be elected by the Board of Partners from its membership. The Chairman may not (the rest of the Section remains) "

- Section 8.3.1 is amended to read as follows:

"8.3.1 The Executive Committee shall consist of a Chairman and Partner members. Subject to Article 15 regarding withdrawing Partners, each Partner shall designate a representative to serve on the Executive Committee, except that in the case of the Partner whose member representative is the Chairman of the Board of Partners such Partner's representative shall also be the Chairman of the Executive Committee. Any vacancy on the Executive Committee occasioned by the withdrawal of a Partner may be filled by the Board of Partners."

- Section 8.4.1 is amended to state as follows:

"8.4.1 The Audit Committee shall consist of Partner members. No member of the Audit Committee shall be affiliated in any manner with the Operator, if the Operator is a Partner company or an Affiliate thereof. Each Partner (other than a Partner that is also the Operator) shall have one representative on the Audit Committee. The Board of Partners shall designate one member of the Audit Committee to serve as Chairman of the Audit Committee. Decisions of the Audit Committee shall be by a majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

- Section 8.5.1 is amended to state as follows:

"8.5.1 The Compensation Committee shall consist of Partner members. No member of the Compensation Committee shall be affiliated in any manner with the Operator, if the Operator is a Partner company or an Affiliate thereof. Each Partner (other than a Partner that is also the Operator) shall have one representative on the Compensation Committee. The Board of Partners shall designate one member of the Compensation Committee to serve as Chairman of the Compensation Committee. Decisions of the Compensation Committee shall be by majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

- Section 8.6.1 is amended to state as follows:

"8.6.1 The term Operator shall mean a Partner member designated by the Board of Partners as the Operator, or a third-party entity designated by the Board of Partners, or authorized representatives of the Board of Partners acting as its own Operator, or any other operating structure deemed appropriate and approved by the Board of Partners."

- Section 8.6.2 is amended to state as follows:

"8.6.2 The Operator may be removed by a two-thirds majority vote of the Board of Partners. Upon removal of the Operator, a successor shall be designated by the Board of Partners."

- Section 8.6.3 is amended to state as follows:

"8.6.3 The Operator shall direct Operator personnel to pursue, at all times and in all manners, the best interests of the Partnership and the furtherance of the policies of the Partnership as determined by the Board of Partners."

- Section 8.6.4 is amended by deleting the word "Northwest" at the end of the provision, line 10, and replacing it with the word "Operator" so that the provision now states as follows:

"8.6.4 The Operator shall utilize, to the fullest extent practicable, the services of unaffiliated independent contractors to design and construct the Project. The Operator shall negotiate contracts for such services and execute the same (other than the contract with the Project Management Contractor), and shall submit to the Board of Partners at the earliest practicable date its recommended contract with the company to serve as Project Management Contractor. Any functions which are not assigned to a contractor shall be performed by Operator."

- Section 8.8 is amended to delete the word "initial" in front of the word "Operator" in the fourth line, so that the provision now states as follows:

"8.8 Indemnification: The Partnership shall indemnify and save harmless the members of the Board of Partners, the Executive Committee, the members of any committee appointed as provided in Section 8.2.4 and the Operator (in its capacity as such) against all actions, claims, demands, costs and liabilities arising out of the acts (or failure to act) of such Persons in good faith within the scope of their authority in the course of the Partnership's business and such Persons shall not be liable for any obligations, liabilities or commitments incurred by or on behalf of the Partnership as a result of any such acts (or failure to act)."

- Section 15.5 is amended to state as follows:

"15.5 Winding up and Liquidation: After the Partnership shall be dissolved pursuant to the provisions of Section 15.3.3 or Section 15.7, the Board of Partners and each of

the Committees and the Operator shall continue to exercise the powers vested in each of them by this Agreement and continue to operate in the normal course to the extent appropriate for the purpose of winding up any business of the Partnership and liquidating any assets thereof (which have not been transferred to the Corporation pursuant to the provisions of Section 14) in an orderly manner and, subject to Section 6, distributing any net assets of the Partnership not so transferred to the Partners in accordance with their respective Partner's Percentages as of the date of dissolution. The Partnership shall engage in no new business during the period of such winding up; provided that, no dissolution of the Partnership, pursuant to this Section 15 or otherwise, shall relieve any Partner (or any Person which has withdrawn as a Partner) from any obligation accruing or accrued to the date of such dissolution or deprive any Partner not in default hereunder of any remedy otherwise available to it."

Sections 15.7.1 and 15.7.2 are hereby deleted in their entirety.

This Amendment No. 4 shall be effective as of January 1, 1995, and is consented to and agreed upon by all Partners.

This Amendment No. 4 shall be governed by and interpreted in accordance with the laws of New York. Terms used in this Amendment No. 4 which are defined in the Partnership Agreement are, unless the context otherwise requires, used herein as therein defined.

This Amendment No. 4 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties named below (being all of the Partners as of January 1, 1995) have caused this Amendment to be executed by their respective duly-authorized officers on the date shown.

GENERAL PARTNERS:

DATED:

UNITED ALASKA FUELS CORPORATION

ATTEST:

DATED:

TRANSCANADA PIPELINE USA LTD.

Dec. 29/94

*[Signature]*  
*[Signature]*

ATTEST:

LEGAL	<i>[Signature]</i>
CONTENT	<i>[Signature]</i>

*[Handwritten notes]*

GENERAL PARTNERS:

DATED:

December 22 1994

UNITED ALASKA FUELS CORPORATION

*[Signature]*

ATTEST:

*[Signature]*

DATED:

\_\_\_\_\_

TRANSCANADA PIPELINE USA LTD.

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT 1-B**

**WITHDRAWAL NOTICES RECEIVED  
FROM WITHDRAWN PARTNERS OF ANNGTC**



TEXAS GAS TRANSMISSION CORPORATION

Gas Transmission Services Division  
3500 Frederica Street  
P.O. Box 430  
Owensboro Kentucky 40301  
Phone 502/528-8818

RECEIVED  
JUN 23 1981  
NWA LEGAL

RECEIVED

JUN 19 1981

JOHN MASON



RECEIVED

JUN 24 1981

NWA LEGAL

June 19, 1981

C. E. Morston  
President

CERTIFIED MAIL, RETURN RECEIPT REQUESTED. POSTAGE PREPAID

Northwest Alaskan Pipeline Company  
315 East 200 South Street  
Salt Lake City, Utah 84111

Attention: Mr. John G. McMillan

Gentlemen:

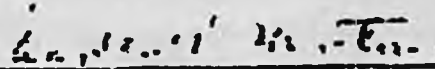
Please refer to the General Partnership Agreement effective as of January 31, 1978 pursuant to which Alaskan Northwest Natural Gas Transportation Company (the "Partnership") was formed and all amendments thereto (collectively, the "Partnership Agreement") and to the Cooperative Agreement for Design and Engineering of Alaska Gas Pipeline and Conditioning Plant which became effective on June 20, 1980 and all amendments thereto (collectively, the "Cooperative Agreement").

Effective as of the date hereof, Texas Gas Alaska Corporation ("TG Alaska") hereby withdraws from (i) the Partnership pursuant to the applicable provisions of the Partnership Agreement and (ii) the Cooperative Agreement pursuant to the applicable provision thereof, and hereby gives this Withdrawal Notice to the Partnership and each of the Partners thereof and to the parties to the Cooperative Agreement.

TG Alaska recognizes its obligations to make payments pursuant to Section 4.2.7 of the Partnership Agreement are not affected by its withdrawal from the Partnership; however, all such payments made heretofore and hereafter were and shall be made on the understanding and condition that all such payments by TG Alaska, whenever made, will be deemed for the purposes of Section 4.4.4 of the Partnership Agreement to have been made prior to withdrawal of TG Alaska from the Partnership and, therefore, will be included in TG Alaska's Capital Account as of and on the date of such withdrawal.

Very truly yours,

TEXAS GAS ALASKA CORPORATION

  
Charles P. Morston, President

cc: Northern Arctic Gas Company  
2223 Dodge Street

AMERICAN NATURAL ALASKAN COMPANY  
MEMBER OF THE AMERICAN NATURAL RESOURCES SYSTEM  
ONE WOODWARD AVENUE DETROIT, MICHIGAN 48225



JAMES J. TRESHCOTT  
PRESIDENT

May 5, 1982

Alaskan Northwest Natural Gas  
Transportation Company  
P. O. Box 1526  
Salt Lake City, Utah 84110-1526

Attention: Mr. John G. McMillian

Gentlemen:

American Natural Alaskan Company wishes to notify its partners in Alaskan Northwest Natural Gas Transportation Company that it will not make further equity investments in the Partnership in response to Requests for Capital Contributions.

As you know, our requirements for Alaskan gas have been very substantially reduced, and our participation in the Great Plains coal gasification project has placed significant capital demands on our System. These and other factors have imposed practical limitations on our participation in the Alaskan gas pipeline project.

In our letter of January 21, 1982, we indicated the limits of our total commitment of debt and equity to the project. Our financial contributions to date approximate the equity portion of that commitment. Since that is the case, and we have now reached the level we would nominate on the Commitment Date, it is our position that we should be permitted to remain in the Partnership without meeting further Requests for Capital Contributions.

If this position is agreeable to the Partnership, it may be desirable to modify the Partnership Agreement to cover the situation outlined above. We would anticipate, and agree, that American Natural's voting rights would be limited.

If our position is not acceptable to the Partnership, this letter should be considered to be American Natural Alaskan Company's formal notice of withdrawal from the Partnership, effective as of the fifth business day following the delivery of the call for contributions based on the budget approved at the Management Committee Meeting on May 4, 1982. We would appreciate your early advice as to the Partnership's position on this matter.

Very truly yours,

JJT:js

cc: Messrs. John H. Croon  
E. Wayne Hodge  
Kenneth E. Kalen  
R. R. Latimer  
Harry L. Lapape

Charles P. Moreton  
Gordon L. Severa  
D. Lamar Smith  
John A. Sproul

RECEIVED  
MAY 5 1982  
JOHN MASON

NORTHWEST ALASKAN PIPELINE COMPANY

JOHN G. McMILLIAN  
CHAIRMAN  
AND  
CHIEF EXECUTIVE OFFICER

P.O. BOX 1828  
SALT LAKE CITY, UTAH 84110-1828  
801-524-7300

RECEIVED  
MAY 13 1982

May 12, 1982

Mr. James J. Trebilcott  
President  
American Natural Alaskan Company  
One Woodward Avenue  
Detroit, Michigan 48226

Dear Jim:

Thank you for your letter of May 5th. Representatives of the Partnership discussed your request in a conference call held on May 11, 1982.

We all deeply regret your decision, but understand fully the circumstances which led your Company to give its notice of withdrawal from the Partnership.

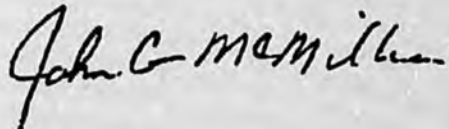
The Partners have asked me to advise you of their decision that the Partnership Agreement should not be amended.

We will look to an orderly wind down of our mutual affairs, in accordance with the provisions of the Partnership Agreement.

I want you to know how much all of us appreciate American Natural's support of the project, and how indebted we are for your personal contributions to our deliberations.

I will call personally to visit with you and Art Seder.

Best regards,



John G. McMillian

bcc: Harry L. Lepape  
John H. Croom  
Robert P. Raasch  
John A. Sproul  
H Wayne Hodge  
D. Lamar Smith  
R. R. Latimer  
Kenneth E. Kalen  
E. M. Benson, Jr.  
S. J. Reso  
F. E. Mosier  
Rush Moody  
Darrell MacKay  
T. W. diZerega  
A. N. Porter  
Howard Butner  
RDM-WDC

AMERICAN NATURAL ALASKAN COMPANY  
MEMBER OF THE AMERICAN NATURAL RESOURCES SYSTEM  
ONE WOODWARD AVENUE DETROIT, MICHIGAN 48225



JAMES J. TREBBERT  
PRESIDENT

May 19, 1982

RECEIVED  
May 24, 1982

CONTROLLER

Mr. John G. McMillian  
Chairman  
Northwest Alaskan Pipeline Company  
P. O. Box 1526  
Salt Lake City, Utah 84110-1526

Dear John:

Your letter of May 12, 1982 advising us of the action taken by the Partnership with respect to our letter of May 5, 1982 has been received. We are sorry to learn that the Partnership representatives decided not to approve the amendment that would have permitted American Natural to remain in the Partnership.

This matter was again considered by ANR's Board of Directors in light of this action by the Partnership. We have concluded that there is no alternative other than to reaffirm our intention to withdraw as set forth in our letter of May 5, 1982.

The relationships developed with you and the other partner representatives have been most enjoyable and we sincerely hope that the project will eventually be successfully completed.

Very truly yours,

*James J. Trebert*

JJT:js

cc: Messrs. John H. Croom  
H. Wayne Hodge  
Kenneth E. Kalen  
R. R. Latimer  
Harry L. Lepape  
Charles P. Moreton  
Gordon L. Severe  
D. Lamar Smith  
John A. Sproul  
R. Moody, Jr.

RECEIVED  
MAY 24 1982  
J. G. McMILLIAN

NORTHERN ARCTIC GAS COMPANY

Retyped for legibility

May 3, 1984.

Alaskan Northwest Natural Gas Transportation Company  
P. O. Box 1526  
Salt Lake City, UT 84110-1526

Attention: Mr. Vernon T. Jones

Gentlemen:

This is to inform you that Northern Arctic Gas Company (Northern Arctic) hereby withdraws from Alaskan Northwest Natural Gas Transportation Company (ANNGTC). In so doing, Northern Arctic is also abandoning all of its rights and interest, of whatsoever nature, in the ANNGTC General Partnership.

Northern Arctic recognizes that under Section 15.9 of the ANNGTC General Partnership Agreement, as amended, its withdrawal and abandonment does not affect its obligations as a partner for those obligations incurred by the partnership prior to the withdrawal date. A representative of Northern Arctic will soon be in touch with you to begin determining the nature and extent of such previously incurred obligations.

Very truly yours,

/S/ R. P. Raasch

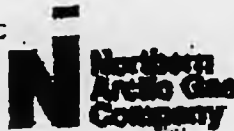
en

cc: Messrs: John M. Croom      Kenneth E. Kalen      John A. Sproul  
              H. Wayne Hodge      H. L. Lepape      George E. Woods  
              Vernon T. Jones      D. Lamar Smith

Frank E. Mosier  
Stuart C. Mut  
Sidney J. Reso

MAY 03 14:53 NORTHWEST ENERGY WASHINGTON DC

2245 Ridge Street  
Seattle, WA 98102  
Telephone (206) 465-4200



R. P. Kessch  
President

May 3, 1984

Alaskan Northwest Natural Gas Transportation Company  
P. O. Box 1526  
Salt Lake City, UT 84110-1526

Attention: Mr. Vernon T. Jones

Gentlemen:

This is to inform you that Northern Arctic Gas Company (Northern Arctic) hereby withdraws from Alaskan Northwest Natural Gas Transportation Company (ANNTC). In so doing, Northern Arctic is also abandoning all of its rights and interest, of whatsoever nature, in the ANNTC General Partnership.

Northern Arctic recognizes that under Section 15.9 of the ANNTC General Partnership Agreement, as amended, its withdrawal and abandonment do not affect its obligations as a partner for those obligations incurred by it in partnership prior to the withdrawal date. A representative of Northern Arctic will soon be in touch with you to begin determining the nature and extent of such previously incurred obligations.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. P. Kessch', is written over the typed name.

R. P. Kessch

cc

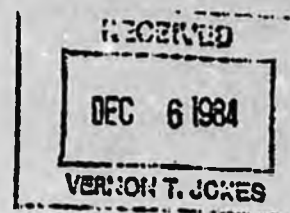
cc: Messrs: John M. Green      Kenneth E. Ealen      John A. Spruel  
H. Wayne Hedge      E. L. Lysajko      George E. Woods  
Vernon T. Jones      D. Lamar Smith  
  
Frank L. Neiler  
Stuart C. Nrl  
Sidney J. Goss

51

COLUMBIA GAS  
System



John H Groom  
Chairman and President



REGISTERED MAIL

December 4, 1984

Alaskan Northwest Natural Gas  
Transportation Company  
P O Box 1526  
Salt Lake City, Utah 84110-1526

Attention: Mr. Vernon T. Jones

Gentlemen:

Pursuant to Sections 15 2 and 16 2 of the Alaskan  
Northwest Natural Gas Transportation Company General Partnership  
Agreement, as amended, Columbia Alaskan Gas Transmission  
Corporation hereby gives notice of its withdrawal from the  
Partnership effective immediately

Very truly yours,

Copy by Registered Mail: H. Wayne Hodge James R Templeton  
Vernon T Jones John A Sproul  
Kenneth E Kalen George W Woods  
H L Lepape

Information Copy: Frank E Mosier Sidney J Reso  
Stuart C Mut

PAN ALASKAN GAS COMPANY

P O BOX 1343

KANSAS CITY, MISSOURI 64141

December 14, 1984

CERTIFIED MAIL

Alaskan Northwest Natural Gas  
Transportation Company  
P. O. Box 1528  
Salt Lake City, Utah 84110-1526

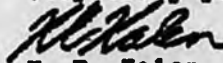
Attention: Mr. Vernon T. Jones

Re: Withdrawal Notice

Gentlemen:

Pan Alaskan Gas Company hereby gives notice, pursuant to Sections 15.2 and 16.2 of the Alaskan Northwest Natural Gas Transportation Company General Partnership Agreement, as amended, of Pan Alaskan's withdrawal from the Partnership effective immediately.

Very truly yours,



K. E. Kalen  
President

Copy by Certified Mail mailed this day to each of the following:

H. Wayne Hodge  
Vernon T. Jones  
H. L. Lepape

James R. Templeton  
John Sproul  
George W. Woods