

Contract No. 602461-0

PRECEDENT AGREEMENT
WEST LEG 2022 EXPANSION
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
BLACK HILLS SERVICE COMPANY, LLC

This agreement ("Precedent Agreement") is made and entered into as of this 1st day of February 2021, by and between Northern Natural Gas Company, a Delaware corporation ("Northern"), and Black Hills Service Company, LLC, a South Dakota corporation ("Customer"). Northern and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Northern owns and operates an interstate natural gas transmission system subject to the jurisdiction of the FERC; and

WHEREAS, Customer seeks to acquire natural gas transportation services from Northern; and

WHEREAS, Customer and Northern, upon fulfillment of the conditions precedent set forth herein, desire to enter into a firm throughput service agreement, as defined below, under which Northern will provide, and Customer will receive, firm transportation service;

NOW THEREFORE, in consideration of the terms and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, Northern and Customer hereby agree and consent as follows:

Section 1. Definitions

- 1.1. "Actual Cost" means the Customer's allocated share of the cost of the Project, as determined by Northern, including, but not limited to, (i) planning, design, materials, labor, contract and engineering costs; (ii) overheads; (iii) all applicable taxes; (iv) income tax gross-up, when applicable; (v) allowance for funds used during construction (AFUDC), when applicable; (vi) associated operation and maintenance costs; and (vii) any reservation charge credits, as defined in Northern's FERC Gas Tariff, paid to

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other shippers by Northern as a result of any outage caused by the construction of the Project.

- 1.2. "Contract Value" means, as of any determination date, the unpaid reservation charges payable to Northern for the Entitlement over the remaining term of the TSA.
- 1.3. "Cost Variance" means the dollar differential between the estimated cost and Actual Cost.
- 1.4. "Customer Facilities" means all natural gas service facilities (including, but not limited to, valves, pressure regulators and odorization equipment) located downstream of the Primary Delivery Point(s) set forth in Table A-1 of Exhibit A.
- 1.5. "Customer's Remaining Obligation" means that portion of the Actual Cost which has not been paid to Northern, as of any determination date, which shall be an amount equal to (x) multiplied by (y); where (x) equals the Contract Value divided by the total reservation charges payable to Northern for the Entitlement over the entire original term of the TSA, and (y) equals the Actual Cost. If Actual Cost is not known at the time the Customer's Remaining Obligation is calculated or determined, Northern, at its sole discretion, may use a good faith estimate of Actual Cost.
- 1.6. "Entitlement" or "MDQ" means the maximum daily quantity of natural gas to be transported under the TSA.
- 1.7. "FERC" means the Federal Energy Regulatory Commission.
- 1.8. "GT&C" means the General Terms and Conditions of Northern's FERC Gas Tariff, as revised from time to time.
- 1.9. "Imaged Documents" means any image or electronically stored copy of any document(s) generated by any Party with respect to this Precedent Agreement, including this Precedent Agreement.
- 1.10. "Maximum Reservation Rate" means the monthly maximum reservation rate set forth in the applicable Rate Schedule of Northern's FERC Gas Tariff.

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- 1.11. "Necessary Approval" means an order, approvals, consents or waivers, issued by FERC, any federal, state, local, sovereign, or municipal body, or any other governmental authority that have become final and are no longer subject to rehearing or appeal regarding (i) the construction and operation of the Project, and (ii) this Precedent Agreement. All Necessary Approvals must be in a form and substance and on a time schedule satisfactory to Northern in its sole determination; provided, however, at Northern's sole discretion, it may waive a Necessary Approval.
- 1.12. "Negotiated Reservation Rate" means the negotiated rate set forth in Exhibit A, attached hereto and incorporated herein.
- 1.13. "Northern's FERC Gas Tariff" means Northern's FERC Gas Tariff, as revised from time to time.
- 1.14. "Open Season" means the notice and opportunity to bid for service associated with the Project.
- 1.15. "Precedent Agreement" means this agreement, including Exhibits A through C, which are incorporated herein.
- 1.16. "Primary Delivery Point(s)" means Northern's Market Area delivery points set forth in Table A-1 of Exhibit A at which Customer requests firm rights.
- 1.17. "Primary Receipt Point(s)" means Northern's Market Area receipt points set forth in Table A-1 of Exhibit A at which Customer requests firm rights.
- 1.18. "Project" means the activities related to the Open Season and Northern's construction and completion of any facilities that are necessary, as determined in Northern's sole discretion, to provide the service contemplated by this Precedent Agreement.
- 1.19. "Security" means the amount of credit assurance required by Northern pursuant to Exhibit C, provided by Customer and held by or for Northern to secure Customer's obligations to Northern under this Precedent Agreement and/or the TSA.
- 1.20. "True-Up" means the process(es) initiated by Northern at any time during or after completion of the Project, to adjust any amount previously estimated to the actual amount

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for the Actual Cost, and the Security provided pursuant to Exhibit C, attached hereto and incorporated herein.

- 1.21. "TSA" means the firm throughput service agreement, including all exhibits and appendices thereto, to be entered into as required pursuant to this Precedent Agreement.

Section 2. Firm TSA

- 2.1. Northern and Customer shall enter into the TSA consistent with Northern's Rate Schedule TFX or any successor firm transportation rate schedule in effect on the date of execution of the TSA, which will be subject to all of the terms and conditions of Northern's FERC Gas Tariff and all rules and regulations of governmental authorities having jurisdiction as well as any Necessary Approvals. The TSA will provide for the transportation of natural gas from the Primary Receipt Point(s) to the Primary Delivery Point(s).
- 2.2. The beginning date and ending date of service under the TSA are set forth in Exhibit A, subject to any Necessary Approvals, acceptance of such approvals, if necessary, and the completion (as determined in Northern's sole opinion) of the Project facilities necessary to provide firm transportation service to Customer under the TSA.
- 2.3. The transportation rates to be paid by Customer to Northern under the TSA are set forth in Exhibit A.
- 2.4. The Entitlement or MDQ is set forth in Exhibit A.
- 2.5. If any customer participating in the Project terminates its participation in the Project, any available quantities may be reallocated to the extent permitted among Customer and the other customers participating in the Project; provided, however, Customer's acceptance of any quantity reallocated shall be at the sole discretion of Customer.
- 2.6. Customer shall execute the TSA (without modification) within thirty (30) calendar days of tender by Northern. If Customer fails to execute the TSA (without modification) within thirty (30) calendar days of tender by Northern, Customer shall immediately be in breach of this Precedent Agreement on the date of such failure and shall be liable for any

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and all damages available, at law or in equity as a result of the breach, as accelerated to the date of such breach.

Section 3. Construction of Facilities

- 3.1. Northern will use commercially reasonable efforts to secure all Necessary Approvals and, subject to the timely receipt of all Necessary Approvals, to construct the Project.
- 3.2. To the extent applicable, Customer shall file in support of any filing made by Northern to secure any Necessary Approval and shall timely provide to Northern any information and documents necessary for the filing.
- 3.3. Upon Northern's receipt of all Necessary Approvals, Northern will commence construction of the Project.

Section 4. Reimbursement for Construction of the Project

- 4.1. Customer shall pay Northern for the Actual Cost of the Project by paying the Negotiated Reservation Rate for the Entitlement pursuant to the TSA over the term of the TSA.
- 4.2. Notwithstanding anything herein to the contrary, in the event of a Customer default under this Precedent Agreement or the TSA, Customer will pay Northern for Customer's Remaining Obligation in addition to any damages for such default under the TSA, via acceleration or otherwise.
- 4.3. In exchange for the consideration received hereunder, including without limitation the expected revenue from the TSA, Northern is willing to make the capital expenditures for the construction of the Project; provided, however, if the Entitlement under the TSA is, for any reason during the term of the TSA, in whole or in part, (i) reduced (except in the instance of a temporary capacity release), or (ii) realigned away from the Primary Receipt or Primary Delivery Points such act shall constitute a breach of this Precedent Agreement and Customer shall promptly pay to Northern an amount, which is immediately due and owing, equal to the Customer's Remaining Obligation, on the date triggering the provisions of this Paragraph. This Paragraph and the reimbursement obligations herein will survive the permanent release of the capacity in the TSA or any assignment thereof

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and Customer will continue to be obligated for the reimbursement of Customer's Remaining Obligation unless Northern consents to the express release of such obligation.

Section 5. Termination

In addition to any other termination rights set forth herein, this Precedent Agreement and, if executed, the TSA will be subject to termination as specified below:

- 5.1. Northern may, at any time, terminate this Precedent Agreement and the TSA and withdraw any application for a Necessary Approval or refuse to accept or file to rescind any Necessary Approval if Northern determines, in its sole discretion, the Project should be cancelled.
- 5.2. In the event the Project is terminated prior to the Project being ready for service for any reason not solely caused by Northern, Customer will pay to Northern within ten (10) calendar days of written notice, the amount of any Actual Cost incurred, including, but not limited to, costs committed for construction of the Project through the date of termination.
- 5.3. Northern may terminate this Precedent Agreement and the TSA immediately upon written notice to Customer if (i) Customer, in Northern's reasonable judgment, fails to meet and maintain the creditworthiness requirements set forth in Section 6 below, and (ii) Customer fails to provide Security in accordance with Section 6 below.

Section 6. Creditworthiness and Security

- 6.1. Customer must meet the requirements of Section 46 of the GT&C and the Security requirements of Exhibit C hereto.
- 6.2. In the event of any conflict between the security requirements of Exhibit C and the Security requirements of Section 46 of the GT&C, the Security requirements of Exhibit C will prevail.

Section 7. Assignment

This Precedent Agreement and the TSA will be binding upon and inure to the benefit of Customer and its successors and assigns and Northern and its successors and assigns. Notwithstanding the foregoing, Customer may not assign or delegate its rights or obligations hereunder without the prior express written consent of Northern, which will not be unreasonably withheld, and any such purported assignment or delegation without Northern's express written consent will be null and void.

Section 8. Confidentiality

Except as to the interpretation, applicability, or enforcement of this Precedent Agreement before a trier of fact or as may be requested by administrative or judicial action, Customer shall not reveal this Precedent Agreement or the terms and conditions thereof to any other parties.

Section 9. Governmental Regulations, Choice of Law, Jurisdiction, and Waiver of Jury Trial

- 9.1. This Precedent Agreement and the TSA are subject to Northern's FERC Gas Tariff (except as specifically provided herein), all valid laws, rules, regulations and orders of any governmental agency or regulatory authority having jurisdiction, including without limitation, the receipt of Necessary Approvals.
- 9.2. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS PRECEDENT AGREEMENT WILL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.
- 9.3. THE STATE OR FEDERAL COURTS SITUATED IN THE STATE OF NEBRASKA WILL HAVE EXCLUSIVE JURISDICTION TO RESOLVE ANY DISPUTES WITH RESPECT TO THIS PRECEDENT AGREEMENT, AND CUSTOMER AND NORTHERN HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION THEREOF FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT.

9.4. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS PRECEDENT AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 10. Notices

10.1. Any notices required by this Precedent Agreement must be in writing and addressed to:

(a) If to Customer:

Black Hills Service Company, LLC
Jodi Culp, Vice President, Gas Supply and Transportation Services
2287 College Road
Council Bluffs, Iowa 51503
Phone No.: (402) 221-2290
Email: jodi.culp@blackhillscorp.com

(b) If to Northern:

Northern Natural Gas Company
Customer Service and Business Development
1111 So. 103rd St.
Omaha, Nebraska 68124
Phone No.: (402) 960-7949
Email: nngcontracts@nngco.com

10.2. Notices will be properly served when sent via overnight mail, certified mail, postage prepaid return receipt requested, when received by Facsimile at the facsimile number set forth in this Precedent Agreement or when received by email at the email address set forth in this Precedent Agreement. Customer may change its address for the purpose of this Precedent Agreement by giving written notice of such change to Northern. Northern's contact information may be changed by posting revised contract information on its internet website at www.northernnaturalgas.com. This Precedent Agreement will be deemed amended to reflect the revised contact information.

Section 11. Breach and Consequential Damages

- 11.1. Customer's failure to comply with the terms contained in the TSA, the applicable rate schedule, the GT&C, or the terms of this Precedent Agreement is a breach and will constitute a default under this Precedent Agreement. Upon Customer's default, Customer will be liable for any and all damages hereunder, at law or in equity, as accelerated to the date of such breach, including any such rights that may be exercised pursuant to Northern's FERC Gas Tariff.
- 11.2. NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY HOWSOEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR OTHERWISE.

Section 12. Representation and Warranties of Customer

Each Party hereby warrants and represents to the other Party the following:

- 12.1. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization/incorporation and has full power to execute, deliver and perform this Precedent Agreement.
- 12.2. The execution, delivery and performance of this Precedent Agreement have been and remain duly authorized by all necessary corporate or organizational action and do not contravene any provision of law or of its constitutional documents or any contractual restriction binding on it or its assets.
- 12.3. All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Precedent Agreement have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to

or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Precedent Agreement.

- 12.4. Its assets, at their respective fair value, exceed such Party's liabilities and it has, or will have, sufficient cash and capital to pay its liabilities and obligations as they become due.
- 12.5. Customer warrants to Northern that in consideration for its execution of this Precedent Agreement, Customer will receive reasonably equivalent value for the obligations that it is assuming as a result of this Precedent Agreement and/or the TSA.

Section 13. Miscellaneous

- 13.1. Notwithstanding any other provision herein to the contrary, in order for Northern to evaluate the commitments that customers are willing to make and thus determine the feasibility of the Project, and the engineering design and size of any expansion facilities, Northern is seeking a commitment from customers through other precedent agreements similar to this Precedent Agreement. Accordingly, Customer hereby recognizes and acknowledges that, although Customer is obligated by this Precedent Agreement upon its execution and delivery to Northern, said agreement and the terms and conditions herein will be of no force and effect on Northern and Northern will have no obligations whatsoever under this Precedent Agreement until Northern executes this Precedent Agreement.
- 13.2. Covenants regarding the Project and the Customer Facilities are in Exhibit B, attached hereto and incorporated herein.
- 13.3. This Precedent Agreement may be executed in counterparts, each of which when signed will be deemed an original, but all of which together will constitute one and the same instrument. A signature in "PDF" format or an electronic signature to this Precedent Agreement will be deemed an original and binding upon the Party against which enforcement is sought.
- 13.4. Upon both Parties' execution of the TSA, Section 2 and Exhibit A of this Precedent Agreement will expire and be superseded by the TSA. All remaining sections and paragraphs and Exhibit C of this Precedent Agreement will survive until all obligations or

responsibilities under this Precedent Agreement and the TSA have been fully satisfied. Exhibit B will survive for the life of the Project.

- 13.5. Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither Party may contest the admissibility of Imaged Documents as evidence in any proceeding.
- 13.6. Each provision of this Precedent Agreement will be considered severable so that if any one provision or clause conflicts with or may not be given full effect because of applicable law, this will not affect any other provisions which can be given effect without the conflicting provision or clause and the conflicting provision or clause will be renegotiated by the Parties in good faith to provide equal economic value to both Parties; provided, however, this Section 13.6 will provide no basis to treat the Precedent Agreement and the TSA as separate, severable agreements or to effect such a severance.
- 13.7. This Precedent Agreement is not intended to create, and will not be construed to create, a legal relationship of partnership or an association for profit between the Parties hereto. The provisions of this Precedent Agreement will not impart rights of enforceability to any person, firm or organization not a Party or not bound as a Party, or not a permitted successor or assignee of a Party bound by this Precedent Agreement.
- 13.8. Any terms not defined herein will have the meanings set forth in Northern's FERC Gas Tariff. Any conflicts between this Precedent Agreement and Northern's FERC Gas Tariff will be resolved in favor of Northern's FERC Gas Tariff.
- 13.9. This Precedent Agreement together with the TSA and Exhibits hereto and thereto constitute the entire agreement between Northern and Customer pertaining to the subject matter hereof. In the event of a conflict between a provision of this Precedent Agreement and a provision of a prior agreement, representation or understanding of the Parties, oral or written, the provision of this Precedent Agreement will control without invalidating the remaining provisions of such prior agreement, representation or understanding. Except as specifically provided in Section 10, no provision of this Precedent Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties.

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The Parties hereto have executed this Precedent Agreement to indicate their acceptance.

NORTHERN NATURAL GAS COMPANY

BLACK HILL SERVICE COMPANY, LLC

By: Jaura Demmon

By: DocuSigned by:
Jodi Culp
A0295DB89D3547D...
Jodi Culp

Title: VP, Customer Service & Business Development

Title: VP, Gas Supply & Transportation Svcs

Date: 4/8/2021

Date: 4/8/2021

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Exhibit A
TSA Terms and Conditions

Rate Schedule:

Contract Term: Beginning November 1, 2022 and ending October 31, 2032, subject to any Necessary Approvals, and acceptance of such approvals, if necessary, and the completion (as determined in Northern's sole opinion) of the Northern Project facilities necessary to provide firm transportation service to Customer under the TSA.

Table A-1: Quantities and Points

<u>Receipt Point Number</u>	<u>Delivery Point Number*</u>	<u>Point Name</u>	<u>Winter Volume (Dth/day)</u>	<u>Summer Volume (Dth/day)</u>	<u>Term</u>
	25069	Bancroft #2	15	0	11/1/2022-10/31/2032
	1408	Blair #1	400	0	11/1/2022-10/31/2032
	79424	Columbus #1A	382	0	11/1/2022-10/31/2032
	1412	Columbus #2	675	0	11/1/2022-10/31/2032
	1365	Columbus #3	93	0	11/1/2022-10/31/2032
	3918	Fontanelle #1	9	0	11/1/2022-10/31/2032
	3798	Milford #1	814	0	11/1/2022-10/31/2032
	1458	Oakland #1	235	0	11/1/2022-

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					10/31/2032
	3811	Primghar #1	36	0	11/1/2022- 10/31/2032
	3817	Royal #1	560	0	11/1/2022- 10/31/2032
	2839	Schuyler#2	72	0	11/1/2022- 10/31/2032
	1363	Seward #1	111	0	11/1/2022- 10/31/2032
	2808	Spencer #1B	1267	0	11/1/2022- 10/31/2032
	3824	Superior #1	10	0	11/1/2022- 10/31/2032
	35960	Thurston #1	35	0	11/1/2022- 10/31/2032
	35962	Winnebago #1	218	0	11/1/2022- 10/31/2032
1665		NBPL/NNG Welcome	4932	0	11/1/2022- 10/31/2032

*Primary Delivery Points include Customer's Zone ABC-Black Hills delivery point POI 60228.

Notes:

- 1) Winter includes November 1 through March 31. Summer includes April 1 through October 31.
- 2) The quantities shown are firm maximum daily quantities (MDQ or Entitlement).

Rates

1. Customer shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Winter Reservation Rate minus \$19.471, plus (ii) \$32.4854; provided the sum of (i) and (ii) shall never be less than \$32.4854 (Negotiated Reservation Rate).
2. In addition to the Negotiated Reservation Rate, Customer shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff;

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(ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

Other Terms:

1. The Entitlement is subject to the Right of First Refusal (ROFR) as described in Section 52 of Northern's FERC Gas Tariff.
2. Each of the Parties agrees the TSA will include the following paragraph:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

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Exhibit B
Facilities

A. Northern Facilities:

1. Northern and/or its designee will construct, own, operate and maintain the Project facilities. In no event will Northern own, operate or maintain any facilities downstream of its delivery point(s).
2. The Project, in Northern's sole determination, will be designed, constructed, operated, and maintained by Northern in accordance with all applicable laws and regulations, and prudent operating procedures and construction standards that Northern may adopt from time to time.
3. Northern will defend, indemnify and save harmless Customer, its affiliated companies and officers, directors, shareholders, employees, subsidiaries, agents and other representatives from and against that portion of the liabilities, losses, claims, damages, penalties, causes of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) claimed from or against Customer caused by or resulting from the negligence or willful misconduct of Northern in the performance of its obligations associated with the Project.

B. Customer Facilities:

1. Customer will provide, own, operate and maintain the Customer Facilities. Customer is responsible for providing over-pressure protection equipment for the Customer Facilities.

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2. The Customer Facilities are designed, manufactured, fabricated, constructed, installed, operated, tested and maintained by Customer in accordance with applicable laws, regulations, industry standards, codes (including AGA design standards) and prudent operating practices.

3. Customer will defend, indemnify and save harmless Northern, its affiliated companies and officers, directors, shareholders, employees, subsidiaries, agents and other representatives from and against that portion of the liabilities, losses, claims, damages, penalties, causes of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) claimed from or against Northern caused by or resulting from the negligence or willful misconduct of Customer in the ownership, operation and maintenance of performance of its operations of the Customer Facilities.

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Exhibit C

Security Requirements

A. When Security is not Required

No Security will be required during any period of time after the execution of this Precedent Agreement and/or during the term of the TSA that Customer meets and maintains the creditworthiness requirements of Section 46 of the GT&C.

B. When Security is Required

1. Amount of Security To Be Provided:

If Customer does not meet or maintain the creditworthiness requirements of Section 46 of the GT&C at any time after the execution of this Precedent Agreement and/or during the term of the TSA, then, upon request by Northern, Customer will provide Security in an amount equal to the sum of the following items:

a. If Customer does not meet or maintain the creditworthiness requirements of Section 46 of the GT&C at any time after the execution of this Precedent Agreement and/or during the term of the TSA, then (i) the Customer will provide Security in an amount equal to the total of Customer's Remaining Obligation (computed as of the date of the demand) including income tax gross-up, plus the amount of credit assurance authorized for the TSA under Section 46 of the GT&C (equal to the highest three months of reservation charges plus an amount to cover imbalances as provided in Northern's FERC Gas Tariff); however, that if

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Customer provides a guaranty, the amount of the guaranty will be, at a minimum, in an amount equal to the Customer's Contract Value including, but not limited to, an amount to cover imbalances as provided in Northern's FERC Gas Tariff.

2. **Form of Security To Be Provided:**

a. Customer may provide a guaranty, letter of credit or cash.

b. If Customer provides a letter of credit, the letter of credit will be substantially in the form posted on Northern's website as revised from time to time and from a financial institution acceptable to Northern.

c. If Customer provides a guaranty, the guaranty will be substantially in the form posted on Northern's website as revised from time to time and executed by a guarantor that meets the creditworthiness requirements of Section 46 of the GT&C.

d. If Customer provides cash, Customer agrees to execute a Joinder in Master Escrow Agreement substantially in the form posted on Northern's website as revised from time to time.

3. **Timing of Provision of Security:** The amount of Security required under this Exhibit C will be provided within ten (10) calendar days of the date of Northern's written request. If Actual Cost is not known at the time of Northern's request, the amount requested will be based on a good faith estimate of the costs expected to be incurred. Once the Actual Cost is known Security provided will be subject to True-Up.

4. **Return of Security Associated with the Actual Cost of the Project:**

a. Any return of Security is conditioned upon Customer (i) performing in accordance with the TSA including making all payments required when due, and (ii) providing all required Security on a timely basis as set forth herein.

b. If Customer: (i) has performed in accordance with the TSA including making all payments required when due, (ii) has not taken any of the actions set

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forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement, and (iii) has timely provided all the required credit assurance associated with any activity with Northern, then Northern will return that portion of the Security associated with the Actual Cost in excess of the product of (A) the original security amount associated with the Actual Cost and (B) the ratio of the remaining unpaid reservation charges under the original term of the TSA to the total reservation charges under the original term of the TSA.

c. Any return of Security will occur no more frequently than annually on or about each anniversary of the beginning date of the contract term as set forth in Exhibit A. The obligation of Northern to reduce the Security will be subject to the right of Northern to recoup and/or setoff all or any part of the Security against any obligations or claims whatsoever owing to Northern from Customer, whether in connection with the Precedent Agreement or the TSA, or in connection with any unrelated transaction.

d. Subject to B.4.a. and B.4.c. above, Northern shall return that portion of the Security in excess of the amount required pursuant to B.1. above, determined as of the date of the annual return of Security.

5. **Miscellaneous:**

a. If due to default under this Precedent Agreement or the TSA, actions of Customer set forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement, or otherwise Customer becomes obligated to pay Customer's Remaining Obligation, and Northern is holding Security, then Customer waives any and all claims to the balance of the Security held by Northern and agrees that such balance will be retained by Northern and applied toward any amounts due from Customer.

b. Failure to remit in full all Security by the due dates will be a breach of this Precedent Agreement and may, at the discretion of Northern, result in the termination of Northern's obligations under the Precedent Agreement or the TSA. Upon any default under this Precedent Agreement or the TSA, Northern may pursue any remedy available at law or equity.

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c. The Security will be owned and held by Northern for its sole and exclusive benefit until the earlier of (i) Customer meeting the creditworthiness requirements of Section 46 of the GT&C, or (ii) Customer satisfying in full all of its obligations under this Precedent Agreement and/or the TSA.

d. The Security will be owned and held by Northern, and Customer's sole interest in the Security will be a residual interest, if any, remaining after all of Customer's obligations under the TSA and this Precedent Agreement are satisfied in full. If Security is provided in the form of a letter of credit, Customer will have no interest in the letter of credit or its proceeds.