

FERC GAS TARIFF

Seventh Revised Volume No. 1

(Supersedes Sixth Revised Volume No. 1)

OF

NORTHERN NATURAL GAS COMPANY

Omaha, Nebraska

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

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Non-conforming agreements accepted by the Commission on or after September 24, 2010, are included in First Revised Volume No. 1A of this Tariff.

PRELIMINARY STATEMENT

Northern Natural Gas Company is a corporation organized under the laws of the State of Delaware. Northern is authorized to do, and is doing, business in the states of Delaware, Texas, New Mexico, Oklahoma, Kansas, Nebraska, Iowa, Illinois, Minnesota, Michigan, Wisconsin and South Dakota.

Northern, a "natural gas company" within the meaning of the Natural Gas Act, is engaged in the transportation of natural gas in interstate commerce.

SYSTEM MAPS

System maps are available on Northern's website under Informational Postings, Regulatory, Tariff Maps. They may be accessed using the following link:

<https://www.northernnaturalgas.com/infopostings/regulatory/Pages/Tariff-Maps.aspx>.

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1. RATE SCHEDULE TF

Reservation Rates - Base Tariff Rates 1/ 2/

	Winter (Nov-Mar)	Summer (Apr-Oct)
Market-to-Market		
TF12 Base	\$17.417	\$9.676
TF12 Variable	\$23.609	\$9.676
TF5	\$25.799	
Field-to-Field/Market Demarcation		
TFF	\$13.476	\$7.485

Commodity Rates 3/ 4/

TF12 Base, TF12 Variable, TF5 & TFF		Market Area 5/	Field Mileage Rate per 100 miles	Out-of Balance	Carlton Surcharge 6/	
Receipt Point	Delivery Point	Commodity	Commodity	Commodity	Maximum	Minimum
Market	Market	\$0.0260		\$0.0260	\$0.0175	\$0.0000
Field	Market	\$0.0260	\$0.0103		\$0.0175	\$0.0000
Market	Field		\$0.0103			
Field	Field		\$0.0103	\$0.0217		

- 1/ The minimum reservation rate is equal to zero.
- 2/ Northern and Shipper may agree to charge an average of the maximum TF12 and TF5 or TFF rates during the applicable months of service as set forth in the Firm Throughput Service Agreement without exceeding the maximum rate.
- 3/ Shipper shall pay the applicable Electric Compression commodity rate as shown in Part 4, Section 10.A. and ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov>.
- 4/ The firm transportation services commodity rates are not discountable. The commodity rate is the maximum and minimum commodity rate. The applicable MIDs commodity rate will be in addition to the TF reservation rates. The MIDs rates shown in Part 4, Section 9 represent the throughput commodity rates for any transaction involving MIDs.
- 5/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Part 7, Section 6.G., Section 7.E. and Section 8.H.
- 6/ Applicable to Market Area Shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.

2. RATE SCHEDULE TFX

Reservation Rates - Base Tariff Rates 1/ 2/

	Winter (Nov-Mar)	Summer (Apr-Oct)
Market-to-Market		
TFX	\$25.799	\$9.676
Field-to-Field		
TFX	\$13.476	\$7.485

Commodity Rates 3/ 4/

TFX		Market Area 5/	Field Mileage Rate per 100 miles	Out-of Balance	Carlton Surcharge 6/	
Receipt Point	Delivery Point	Commodity	Commodity	Commodity	Maximum	Minimum
Market	Market	\$0.0260		\$0.0260	\$0.0175	\$0.0000
Field	Market	\$0.0260	\$0.0103		\$0.0175	\$0.0000
Market	Field		\$0.0103			
Field	Field		\$0.0103	\$0.0217		

- 1/ The minimum reservation rate is equal to zero.
- 2/ Northern and Shipper may agree to charge an average of the maximum Market Area or Field Area rates during the applicable months of service as set forth in the Firm Throughput Service Agreement without exceeding the maximum rate.
- 3/ Shipper shall pay the applicable Electric Compression commodity rate as shown in Part 4, Section 10.A. and ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov>.
- 4/ The firm transportation services commodity rates are not discountable. The commodity rate is the maximum and minimum commodity rate. The applicable MIDs commodity rate will be in addition to the TFX reservation rates. The MIDs rates shown in Part 4, Section 9 represent the throughput commodity rates for any transaction involving MIDs.
- 5/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Part 7, Section 6.G., Section 7.E. and Section 8.H.
- 6/ Applicable to Market Area Shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.

3. GS-T COMMODITY THROUGHPUT RATE

Commodity Charges

	<u>Nov-Oct</u>
Market Area	\$1.2001 1/ 2/
Field to Demarcation	\$0.8740
Field-to-Market	\$2.0741 1/

- 1/ In addition, Shipper shall pay the applicable Electric Compression commodity rate as shown in Part 4, Section 10.A. and the ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov>.
- 2/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Part 7, Section 6.G., Section 7.E. and Section 8.H.

4. RATE SCHEDULE TI

Commodity Rates 1/ 2/

Winter (November – March)

TI		Market Area 3/		Field Mileage Rate per 100 miles		Out-of Balance	
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
Market	Market	\$0.8742	\$0.0260			\$0.8742	\$0.0260
Field	Market	\$0.8742	\$0.0260	\$0.2203	\$0.0103		
Market	Field			\$0.2203	\$0.0103		
Field	Field			\$0.2203	\$0.0103	\$0.4648	\$0.0217

Carlton Surcharge 4/			
Receipt Point	Delivery Point	Maximum	Minimum
Market	Market	\$0.0175	\$0.0000
Field	Market	\$0.0175	\$0.0000

Summer (April – October)

TI		Market Area 3/		Field Mileage Rate per 100 miles		Out-of Balance	
Receipt Point	Delivery Point	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
Market	Market	\$0.3441	\$0.0260			\$0.3441	\$0.0260
Field	Market	\$0.3441	\$0.0260	\$0.1269	\$0.0103		
Market	Field			\$0.1269	\$0.0103		
Field	Field			\$0.1269	\$0.0103	\$0.2678	\$0.0217

Carlton Surcharge 4/			
Receipt Point	Delivery Point	Maximum	Minimum
Market	Market	\$0.0000	\$0.0000
Field	Market	\$0.0000	\$0.0000

- 1/ Shipper shall pay the applicable Electric Compression commodity rate as shown in Part 4, Section 10.A. and ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov>.
- 2/ The MIDs rates shown in Part 4, Section 9 represent the throughput commodity rates for any transaction involving MIDs.
- 3/ There will be no commodity charge for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no commodity charge for transportation as set forth in Part 7, Section 6.G., Section 7.E. and Section 8.H.
- 4/ Applicable to Market Area Shippers as provided for in the Carlton Settlement filed in Docket No. RP96-347 dated October 28, 1996.

5. RATE SCHEDULE SMS

Reservation Charge	\$4.2550
Commodity Rate	\$0.0208

6. RATE SCHEDULES FDD, PDD & IDD

Rate Schedule FDD

Maximum Reservation Charge	\$3.2345	1/
Maximum Capacity Charge	\$0.6731	1/
Injection Charge – Firm	\$0.0232	
Withdrawal Charge – Firm	\$0.0232	
Annual Rollover Charge	\$0.6731	1/

Rate Schedule PDD

Maximum Capacity Charge	\$0.6731	1/
Maximum Monthly Inventory Charge	\$0.1624	1/
Injection Charge	\$0.0232	
Withdrawal Charge	\$0.0232	
Annual Rollover Charge	\$0.6731	1/

Rate Schedule IDD

Maximum Monthly Inventory Charge	\$0.1624	1/
Injection Charge	\$0.0232	
Withdrawal Charge	\$0.0232	
Annual Rollover Charge	\$0.6731	1/

1/ Minimum Rate is zero.

**Rate Schedule FDD
2008 Market-Based Rate Expansion**

Shipper	Reservation Charge	Capacity Charge	Injection Charge Firm	Withdrawal Charge Firm	100% Load Factor
Cascade Municipal Utilities	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Remsen, Iowa	\$3.4920	\$0.7268	MAX	MAX	1.50
City of West Bend, Iowa	\$3.4920	\$0.7268	MAX	MAX	1.50
Woodbine Municipal Natural Gas Systems	\$3.4920	\$0.7268	MAX	MAX	1.50
Preston Municipal Natural Gas Department	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Whittemore	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Rolfe, Iowa	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Scribner	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Round Lake, MN	\$3.4920	\$0.7268	MAX	MAX	1.50
City of Fairbank	\$3.4920	\$0.7268	MAX	MAX	1.50
Wall Lake Municipal Gas	\$3.4920	\$0.7268	MAX	MAX	1.50
Black Hills Utility Holdings, Inc.	\$3.2775	\$0.6822	MAX	MAX	1.4107
Minnesota Energy Resources Corporation	\$3.2758	\$0.6818	MAX	MAX	1.41
Northern States Power - Generation	\$3.0115	\$0.6268	MAX	MAX	1.30
Southwestern Public Service Co.	\$3.0115	\$0.6268	MAX	MAX	1.30

7. RATE SCHEDULE ILD

Maximum Charge	\$11.7500
Minimum Charge	\$0.5044
Performance Obligation Charge	\$2.0000

8. DAILY DELIVERY VARIANCE CHARGES (DDVC)

Commodity Charges

Non-SOL/SUL/Critical Day

Positive DDVC	1/
Negative DDVC	1/
Punitive DDVC	1/

SOL Day

Positive DDVC	greater of \$1.0000 or 1.25 times 2/
Negative DDVC	\$0.0000
Punitive DDVC	greater of 3/ or 2.0 times 2/

SUL Day

Positive DDVC	\$0.0000
Negative DDVC	greater of \$1.0000 or 1.25 times 2/
Punitive DDVC	\$0.0000

Critical Day

Positive/Critical DDVC	
- First 2%	greater of \$15.0000 or 1.50 times 2/
- Next 3%	greater of \$22.0000 or 1.75 times 2/
Negative DDVC	\$0.0000
Punitive/Critical DDVC	
- Level I	greater of \$56.5000 or 2.0 times 2/
- Level II	greater of \$113.0000 or 3.0 times 2/

- 1/ The rate will be the applicable maximum Winter Season or Summer Season Market Area TI Rate.
- 2/ The highest published Platts "Gas Daily" Midpoint price on the applicable day at any of the applicable index points of: Market Area - Northern, demarc and Northern, Ventura; or Field Area - Panhandle, Tx.-Okla. and El Paso, Permian.
- 3/ Charge equal to five (5) times the SMS monthly reservation fee.

9. MILEAGE INDICATOR DISTRICT CHARGES

MILEAGE INDICATOR DISTRICT CHARGES (dollars per Dth) Receipt MIDs 1-9 and Delivery MIDs 1-9

RECEIPT DISTRICT		DELIVERY DISTRICT									
		1	2	3	4	5	6	7	7B	8	9
1	TI Apr-Oct	0.0495	0.1193	0.2500	0.3554	0.3998	0.2843	0.3249	0.4277	0.7628	0.6575
	TI Nov-Mar	0.0859	0.2071	0.4339	0.6168	0.6939	0.4934	0.5639	0.7423	1.3239	1.1410
	TF	0.0040	0.0097	0.0203	0.0288	0.0324	0.0231	0.0264	0.0347	0.0619	0.0534
2	TI Apr-Oct	0.0584	0.0089	0.0901	0.2437	0.3160	0.2094	0.2640	0.3668	0.6803	0.5775
	TI Nov-Mar	0.1013	0.0154	0.1564	0.4229	0.5485	0.3635	0.4582	0.6366	1.1807	1.0022
	TF	0.0047	0.0007	0.0073	0.0198	0.0256	0.0170	0.0214	0.0298	0.0552	0.0469
3	TI Apr-Oct	0.3935	0.2551	0.0660	0.0774	0.3465	0.2145	0.1599	0.2627	0.7146	0.6105
	TI Nov-Mar	0.6829	0.4428	0.1145	0.1344	0.6013	0.3723	0.2775	0.4560	1.2401	1.0595
	TF	0.0319	0.0207	0.0054	0.0063	0.0281	0.0174	0.0130	0.0213	0.0580	0.0495
4	TI Apr-Oct	0.3795	0.3376	0.2386	0.0571	0.2094	0.1434	0.2247	0.3275	0.6524	0.5458
	TI Nov-Mar	0.6586	0.5859	0.4141	0.0991	0.3635	0.2489	0.3899	0.5683	1.1322	0.9472
	TF	0.0308	0.0274	0.0194	0.0046	0.0170	0.0116	0.0182	0.0266	0.0529	0.0443
5	TI Apr-Oct	0.3478	0.3135	0.2462	0.2209	0.0343	0.0965	0.1739	0.2767	0.6181	0.5128
	TI Nov-Mar	0.6036	0.5441	0.4273	0.3833	0.0595	0.1674	0.3018	0.4802	1.0727	0.8899
	TF	0.0282	0.0254	0.0200	0.0179	0.0028	0.0078	0.0141	0.0225	0.0502	0.0416
6	TI Apr-Oct	0.2209	0.1764	0.0635	0.0952	0.1307	0.0850	0.1003	0.2031	0.5712	0.4176
	TI Nov-Mar	0.3833	0.3062	0.1101	0.1652	0.2269	0.1476	0.1740	0.3524	0.9912	0.7247
	TF	0.0179	0.0143	0.0052	0.0077	0.0106	0.0069	0.0081	0.0165	0.0464	0.0339
7	TI Apr-Oct	0.3808	0.3313	0.3173	0.2513	0.2691	0.1587	0.1269	0.2297	0.3655	0.2589
	TI Nov-Mar	0.6608	0.5749	0.5507	0.4361	0.4670	0.2753	0.2203	0.3987	0.6344	0.4494
	TF	0.0309	0.0269	0.0258	0.0204	0.0218	0.0129	0.0103	0.0186	0.0297	0.0210
7B	TI Apr-Oct	0.3808	0.3313	0.3173	0.2513	0.2691	0.1587	0.1269	0.0000	0.3655	0.2589
	TI Nov-Mar	0.6608	0.5749	0.5507	0.4361	0.4670	0.2753	0.2203	0.0000	0.6344	0.4494
	TF	0.0309	0.0269	0.0258	0.0204	0.0218	0.0129	0.0103	0.0000	0.0297	0.0210
8	TI Apr-Oct	0.7628	0.7222	0.6676	0.6587	0.6524	0.5267	0.5458	0.4328	0.0102	0.2627
	TI Nov-Mar	1.3239	1.2534	1.1586	1.1432	1.1322	0.9141	0.9472	0.7511	0.0176	0.4560
	TF	0.0619	0.0586	0.0542	0.0535	0.0529	0.0427	0.0443	0.0351	0.0008	0.0213
9	TI Apr-Oct	0.6626	0.6169	0.5547	0.5166	0.4417	0.4506	0.3084	0.1955	0.1612	0.0850
	TI Nov-Mar	1.1498	1.0705	0.9626	0.8965	0.7666	0.7820	0.5353	0.3392	0.2797	0.1476
	TF	0.0538	0.0501	0.0450	0.0419	0.0358	0.0366	0.0250	0.0159	0.0131	0.0069

NOTE: The MID rates include:

- (1) the appropriate Market Area Commodity rate for deliveries to MID 17;
- (2) the applicable Market Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MID 17; and
- (3) the applicable Field Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MIDs 1-16A.

"TF" is applicable to Rate Schedules TF and TFX.

In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov> and the Carlton surcharge, if applicable.

MILEAGE INDICATOR DISTRICT CHARGES (dollars per Dth) Receipt MIDs 10-17 and Delivery MIDs 1-9

RECEIPT DISTRICT		DELIVERY DISTRICT									
		1	2	3	4	5	6	7	7B	8	9
10	TI Apr-Oct	0.6752	0.6981	0.6740	0.5839	0.4861	0.4937	0.3706	0.2577	0.2424	0.2082
	TI Nov-Mar	1.1719	1.2115	1.1697	1.0133	0.8437	0.8569	0.6432	0.4472	0.4207	0.3613
	TF	0.0548	0.0567	0.0547	0.0474	0.0394	0.0401	0.0301	0.0209	0.0197	0.0169
11	TI Apr-Oct	0.6486	0.5991	0.5420	0.4760	0.4684	0.2627	0.3262	0.2132	0.1358	0.1701
	TI Nov-Mar	1.1256	1.0397	0.9406	0.8260	0.8128	0.4560	0.5661	0.3701	0.2357	0.2952
	TF	0.0526	0.0486	0.0440	0.0386	0.0380	0.0213	0.0265	0.0173	0.0110	0.0138
12	TI Apr-Oct	0.7019	0.6524	0.6524	0.5559	0.5940	0.4811	0.3782	0.2653	0.2120	0.2005
	TI Nov-Mar	1.2181	1.1322	1.1322	0.9648	1.0309	0.8348	0.6564	0.4604	0.3679	0.3480
	TF	0.0570	0.0529	0.0529	0.0451	0.0482	0.0390	0.0307	0.0215	0.0172	0.0163
13	TI Apr-Oct	0.6626	0.6613	0.6702	0.6004	0.6016	0.5052	0.4062	0.2932	0.2234	0.2094
	TI Nov-Mar	1.1498	1.1476	1.1631	1.0419	1.0441	0.8767	0.7049	0.5088	0.3877	0.3635
	TF	0.0538	0.0537	0.0544	0.0487	0.0488	0.0410	0.0330	0.0238	0.0181	0.0170
14	TI Apr-Oct	0.8123	0.8479	0.8085	0.7413	0.6854	0.6499	0.5636	0.4506	0.3935	0.3859
	TI Nov-Mar	1.4098	1.4714	1.4031	1.2864	1.1895	1.1278	0.9780	0.7820	0.6829	0.6696
	TF	0.0659	0.0688	0.0656	0.0602	0.0556	0.0527	0.0457	0.0366	0.0319	0.0313
15	TI Apr-Oct	1.0687	1.0243	1.0078	0.9075	0.8834	0.8568	0.7603	0.6473	0.5801	0.5686
	TI Nov-Mar	1.8547	1.7776	1.7490	1.5750	1.5331	1.4869	1.3194	1.1234	1.0067	0.9868
	TF	0.0867	0.0831	0.0818	0.0736	0.0717	0.0695	0.0617	0.0525	0.0471	0.0461
16A	TI Apr-Oct	0.8694	0.8136	0.8517	0.7044	0.7590	0.5978	0.5369	0.4239	0.3706	0.3630
	TI Nov-Mar	1.5089	1.4120	1.4780	1.2225	1.3172	1.0375	0.9318	0.7357	0.6432	0.6300
	TF	0.0706	0.0660	0.0691	0.0572	0.0616	0.0485	0.0436	0.0344	0.0301	0.0295
16B	TI Apr-Oct	0.9773	0.8809	0.8898	0.8733	0.8339	0.8085	0.5877	0.4747	0.4709	0.4646
	TI Nov-Mar	1.6961	1.5287	1.5441	1.5155	1.4472	1.4031	1.0199	0.8238	0.8172	0.8062
	TF	0.0793	0.0715	0.0722	0.0709	0.0677	0.0656	0.0477	0.0385	0.0382	0.0377
17	TI Apr-Oct	1.4317	1.3810	1.2045	1.2502	1.2248	1.1766	1.0801	0.9672	0.9266	0.9189
	TI Nov-Mar	2.4847	2.3966	2.0904	2.1697	2.1257	2.0419	1.8745	1.6785	1.6080	1.5948
	TF	0.1162	0.1121	0.0977	0.1015	0.0994	0.0955	0.0877	0.0785	0.0752	0.0746

NOTE: MID 16A represents the 14 county area south of the F/M Demarcation point.
MID 16B represents the F/M Demarcation point.
MID 17 represents the Market Area.
"TF" is applicable to Rate Schedules TF and TFX.

NOTE: The MID rates include:

- (1) the appropriate Market Area Commodity rate for deliveries to MID 17;
- (2) the applicable Market Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MID 17; and
- (3) the applicable Field Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MIDs 1-16A.

In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov> and the Carlton surcharge, if applicable.

MILEAGE INDICATOR DISTRICT CHARGES (dollars per Dth) Receipt MIDs 1-9 and Delivery MIDs 10-17

RECEIPT DISTRICT		DELIVERY DISTRICT								
		10	11	12	13	14	15	16A	16B	17
1	TI Apr-Oct	0.7781	0.6283	0.7057	0.7666	0.8758	0.9329	0.8707	0.9773	1.3220
	TI Nov-Mar	1.3503	1.0904	1.2247	1.3305	1.5199	1.6190	1.5111	1.6961	2.5708
	TF	0.0631	0.0510	0.0573	0.0622	0.0711	0.0757	0.0707	0.0793	0.1058
2	TI Apr-Oct	0.6752	0.5585	0.6232	0.6778	0.7882	0.9316	0.7920	0.8809	1.2255
	TI Nov-Mar	1.1719	0.9692	1.0815	1.1763	1.3679	1.6168	1.3745	1.5287	2.4034
	TF	0.0548	0.0453	0.0506	0.0550	0.0640	0.0756	0.0643	0.0715	0.0980
3	TI Apr-Oct	0.6968	0.5966	0.6600	0.7159	0.8542	0.9685	0.7260	0.8898	1.2344
	TI Nov-Mar	1.2093	1.0353	1.1454	1.2423	1.4824	1.6807	1.2600	1.5441	2.4188
	TF	0.0565	0.0484	0.0536	0.0581	0.0693	0.0786	0.0589	0.0722	0.0987
4	TI Apr-Oct	0.6054	0.5293	0.5940	0.6486	0.7654	0.9024	0.7463	0.8733	1.2179
	TI Nov-Mar	1.0507	0.9185	1.0309	1.1256	1.3283	1.5662	1.2952	1.5155	2.3902
	TF	0.0491	0.0430	0.0482	0.0526	0.0621	0.0732	0.0606	0.0709	0.0974
5	TI Apr-Oct	0.6384	0.4963	0.5610	0.6156	0.6752	0.8504	0.7590	0.8339	1.1785
	TI Nov-Mar	1.1080	0.8613	0.9736	1.0683	1.1719	1.4758	1.3172	1.4472	2.3219
	TF	0.0518	0.0403	0.0455	0.0500	0.0548	0.0690	0.0616	0.0677	0.0942
6	TI Apr-Oct	0.5801	0.4481	0.5141	0.5686	0.6816	0.8403	0.6752	0.8085	1.1531
	TI Nov-Mar	1.0067	0.7776	0.8921	0.9868	1.1829	1.4582	1.1719	1.4031	2.2778
	TF	0.0471	0.0364	0.0417	0.0461	0.0553	0.0682	0.0548	0.0656	0.0921
7	TI Apr-Oct	0.3795	0.2437	0.3072	0.3630	0.4785	0.7400	0.4734	0.5877	0.9323
	TI Nov-Mar	0.6586	0.4229	0.5331	0.6300	0.8304	1.2842	0.8216	1.0199	1.8946
	TF	0.0308	0.0198	0.0249	0.0295	0.0388	0.0600	0.0384	0.0477	0.0742
7B	TI Apr-Oct	0.3795	0.2437	0.3072	0.3630	0.4785	0.7400	0.4734	0.5877	0.9323
	TI Nov-Mar	0.6586	0.4229	0.5331	0.6300	0.8304	1.2842	0.8216	1.0199	1.8946
	TF	0.0308	0.0198	0.0249	0.0295	0.0388	0.0600	0.0384	0.0477	0.0742
8	TI Apr-Oct	0.2767	0.1650	0.2107	0.2665	0.3732	0.5636	0.3554	0.4709	0.8155
	TI Nov-Mar	0.4802	0.2864	0.3657	0.4626	0.6476	0.9780	0.6168	0.8172	1.6919
	TF	0.0225	0.0134	0.0171	0.0216	0.0303	0.0457	0.0288	0.0382	0.0647
9	TI Apr-Oct	0.2145	0.0965	0.2094	0.2132	0.3364	0.5153	0.3770	0.4646	0.8092
	TI Nov-Mar	0.3723	0.1674	0.3635	0.3701	0.5837	0.8943	0.6542	0.8062	1.6809
	TF	0.0174	0.0078	0.0170	0.0173	0.0273	0.0418	0.0306	0.0377	0.0642

NOTE: MID 16A represents the 14 county area south of the F/M Demarcation point.

MID 16B represents the F/M Demarcation point.

MID 17 represents the Market Area.

"TF" is applicable to Rate Schedules TF and TFX.

NOTE: The MID rates include:

- (1) the appropriate Market Area Commodity rate for deliveries to MID 17;
- (2) the applicable Market Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MID 17; and
- (3) the applicable Field Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MIDs 1-16A.

In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov> and the Carlton surcharge, if applicable.

MILEAGE INDICATOR DISTRICT CHARGES (dollars per Dth) Receipt MIDs 10-17 and Delivery MIDs 10-17

RECEIPT DISTRICT		DELIVERY DISTRICT								
		10	11	12	13	14	15	16A	16B	17
10	TI Apr-Oct	0.0152	0.0622	0.1866	0.2386	0.3529	0.4899	0.2907	0.4620	0.8066
	TI Nov-Mar	0.0264	0.1079	0.3238	0.4141	0.6124	0.8503	0.5044	0.8018	1.6765
	TF	0.0012	0.0050	0.0151	0.0194	0.0286	0.0398	0.0236	0.0375	0.0640
11	TI Apr-Oct	0.1358	0.0305	0.0558	0.1561	0.2665	0.4328	0.2259	0.3465	0.6911
	TI Nov-Mar	0.2357	0.0529	0.0969	0.2709	0.4626	0.7511	0.3921	0.6013	1.4760
	TF	0.0110	0.0025	0.0045	0.0127	0.0216	0.0351	0.0183	0.0281	0.0546
12	TI Apr-Oct	0.2120	0.1041	0.1269	0.1942	0.3211	0.4595	0.3084	0.4328	0.7774
	TI Nov-Mar	0.3679	0.1806	0.2203	0.3370	0.5573	0.7974	0.5353	0.7511	1.6258
	TF	0.0172	0.0084	0.0103	0.0158	0.0261	0.0373	0.0250	0.0351	0.0616
13	TI Apr-Oct	0.2780	0.1079	0.1587	0.0711	0.1574	0.3389	0.1282	0.2500	0.5947
	TI Nov-Mar	0.4824	0.1872	0.2753	0.1234	0.2731	0.5881	0.2225	0.4339	1.3086
	TF	0.0226	0.0088	0.0129	0.0058	0.0128	0.0275	0.0104	0.0203	0.0468
14	TI Apr-Oct	0.2450	0.2754	0.3440	0.1079	0.0305	0.4341	0.2437	0.3719	0.7165
	TI Nov-Mar	0.4251	0.4780	0.5969	0.1872	0.0529	0.7533	0.4229	0.6454	1.5201
	TF	0.0199	0.0224	0.0279	0.0088	0.0025	0.0352	0.0198	0.0302	0.0567
15	TI Apr-Oct	0.5547	0.4455	0.5179	0.3287	0.4506	0.0317	0.2170	0.3325	0.6772
	TI Nov-Mar	0.9626	0.7732	0.8987	0.5705	0.7820	0.0551	0.3767	0.5771	1.4518
	TF	0.0450	0.0362	0.0420	0.0267	0.0366	0.0026	0.0176	0.0270	0.0535
16A	TI Apr-Oct	0.4201	0.2424	0.3122	0.1282	0.2488	0.2082	0.0216	0.1193	0.4639
	TI Nov-Mar	0.7291	0.4207	0.5419	0.2225	0.4317	0.3613	0.0374	0.2071	1.0817
	TF	0.0341	0.0197	0.0253	0.0104	0.0202	0.0169	0.0018	0.0097	0.0362
16B	TI Apr-Oct	0.4620	0.3465	0.4328	0.2500	0.3719	0.3325	0.1193	0.0000	0.3446
	TI Nov-Mar	0.8018	0.6013	0.7511	0.4339	0.6454	0.5771	0.2071	0.0000	0.8747
	TF	0.0375	0.0281	0.0351	0.0203	0.0302	0.0270	0.0097	0.0000	0.0265
17	TI Apr-Oct	0.9329	0.7971	0.8682	0.6587	0.4696	0.4836	0.3706	0.5331	0.3446
	TI Nov-Mar	1.6190	1.3833	1.5067	1.1432	0.8150	0.8392	0.6432	0.9252	0.8747
	TF	0.0757	0.0647	0.0705	0.0535	0.0381	0.0392	0.0301	0.0433	0.0265

NOTE: MID 16A represents the 14 county area south of the F/M Demarcation point.
MID 16B represents the F/M Demarcation point.
MID 17 represents the Market Area.
"TF" is applicable to Rate Schedules TF and TFX.

NOTE: The MID rates include:

- (1) the appropriate Market Area Commodity rate for deliveries to MID 17;
- (2) the applicable Market Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MID 17; and
- (3) the applicable Field Area Electric Compression commodity rate as set forth in Part 4, Section 10.A. for deliveries to MIDs 1-16A.

In addition, Shipper shall pay the ACA unit surcharge as posted on FERC's website at <https://www.ferc.gov> and the Carlton surcharge, if applicable.

10. FUEL PERCENTAGES/ELECTRIC COMPRESSION RATES

A. Rate Schedules TF, TFX, GST, TI, & FDD

	<u>Percentages</u>
FUEL PERCENTAGES:	1/ 2/
Market Area (including Out-of-Balance)	0.83%
Field Area	3/ 4/ 5/ 6/
UNACCOUNTED FOR PERCENTAGE (including Out-of-Balance)	0.43% 2/ 5/ 7/
FDD STORAGE FUEL	1.36%
FDD URR PERCENTAGE	0.58% 1/

	<u>Electric Compression</u>
COMMODITY RATES:	1/ 2/
Market Area	\$0.0005
Field Area	\$0.0000

- 1/ Northern will adjust its Fuel, UAF and URR percentages and electric compression commodity rates in accordance with Part 8, Sections 53A and 53B, respectively, of the GENERAL TERMS AND CONDITIONS of this Tariff.
- 2/ There will be no Fuel, electric compression or UAF charges for transportation from the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192) and from the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458). In addition, there will be no Fuel, electric compression or UAF charges for transportation as set forth in Part 7, Section 6.G., Section 7.E. and Section 8.H.
- 3/ Fuel percentages shall be determined by MID's for the Field Area shown in Subpart C. of this Section.
- 4/ Fuel charged in the Field and Market Areas for a pooling transaction or for processing plant transactions will not exceed the Fuel charged on a unified Field-to-Market transaction having the same initial Field receipt point and ultimate Market delivery point, i.e., the total Fuel collected for transactions that go into and out of pooling points or processing plants in either the Field Area or the Market Area will be no greater than the Fuel that would be collected on the total path between the original receipt point and the ultimate delivery point, subject to the Shipper(s) providing Northern the requisite information.
- 5/ Subpart B. of this Section identifies the specific transportation transactions exempt from Fuel and UAF retention charges.
- 6/ The out-of-balance Fuel percentage for deliveries in MID's 1-7 shall be the applicable Section 1 Transportation Fuel percentage, and for deliveries in MID's 8-16B shall be the applicable Section 2 Transportation Fuel percentage.

- 7/ The UAF percentage utilizes the most recent twelve-month period ending December 31, 2023. For deliveries subject only to UAF, if the above UAF rate is negative, the UAF rate is zero; provided, however Northern will issue a volume credit on the Shipper's monthly imbalance statement equivalent to the negative UAF percentage for such deliveries during the period in which the UAF rate is less than zero.

In the event facilities have been abandoned, Northern shall have the right to file to reduce the applicable MID Fuel percentage(s) on a common basis for all transactions affected by the abandonment to reflect the reduction in use for the remainder of the PRA period. In the event such abandoned facilities (gas compressors) have been replaced with electric compressors installed after October 1, 1998, and Northern reduces the applicable MID Fuel percentages, Northern has the right to file to increase the applicable electric compression commodity rate.

B. Fuel/Unaccounted-For Exemptions

1. Deliveries to Section 1 from the following Section 2 receipt points are exempt from Section 2 Transportation Fuel.

<u>POI Number</u>	<u>Point Name</u>
179	ANR/NNG Greensburg
60667	TW/NNG Gray ITE
71214	TIGT Tescott
71394	ETC Hemphill Plant
78441	Cheyenne Plains
78643	Palo Duro Pampa

2. Receipts from Section 1 to the following Section 2 delivery points are exempt from Section 2 Transportation Fuel.

<u>POI Number</u>	<u>Point Name</u>
4891	WTG-Lark
55610	Mid-States Energy
60667	TW/NNG Gray ITE

3. Deliveries scheduled to the following delivery points from the following receipt points, which are non-contiguous to Northern's system and do not involve use of compression on Northern's system, are exempt from Section 3 Transportation Fuel. The exemption is applicable only to these combinations of receipt and delivery points.

Receipt POI Number	Point Name	Delivery POI Number	Point Name
59265	NBPL/NNG Westbrook	57260	Westbrook MN #1
59265	NBPL/NNG Westbrook	61608	Slayton MN #1
57398	NBPL/NNG Ivanhoe	55888	Ivanhoe MN #1
57399	NBPL/NNG Webster	55936	Webster SD #1
57582	NBPL/NNG Valve #51 Ledyard	57581	Armstrong IA
57582	NBPL/NNG Valve #51 Ledyard	57580	Ledyard/Swea City IA

4. Deliveries scheduled to the following delivery point from the following receipt point, which are non-contiguous to Northern's system and do not involve use of compression on Northern's system, are exempt from Section 2 Transportation Fuel. The exemption is applicable only to this combination of receipt and delivery points.

Receipt POI Number	Point Name	Delivery POI Number	Point Name
78886	Jayhawk Lateral - West End	78856	Scout Energy Jayhawk Plant

5. Account Balance transfers between the following Field Area deferred delivery points, which are located in Fuel Section 1, shall be charged Transportation Fuel and UAF only once. The exemption is applicable only to the transfer between the deferred delivery points listed below.

Deferred Delivery POI Number	Point Name	Deferred Delivery POI Number	Point Name
62996	MW Powertex Hockley	62998	MW New Mexico Lea
71455	Mustang Station	78921	Mustang Station Unit 5
71455	Mustang Station	79049	GSEC Antelope Station Hale Co
78921	Mustang Station Unit 5	79049	GSEC Antelope Station Hale Co

6. For Beaver incidental compression service, fuel charged shall be the actual fuel consumed in providing service.

C. Mileage Indicator Districts Fuel Percentages

Mainline Fuel Receipt MIDs 1-17 and Delivery MIDs 1-8

RECEIPT DISTRICT	MILEAGE INDICATOR DISTRICTS FUEL PERCENTAGES DELIVERY DISTRICT								
	1	2	3	4	5	6	7	7B	8
1	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.79%	2.80%
2	0.43%	0.43%	1.22%	1.22%	0.43%	0.43%	1.22%	0.79%	2.80%
3	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.79%	2.80%
4	1.22%	1.22%	1.22%	1.22%	0.43%	1.22%	1.22%	0.79%	2.80%
5	1.22%	1.22%	1.22%	1.22%	0.43%	1.22%	1.22%	0.79%	2.80%
6	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.79%	2.80%
7	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.79%	2.80%
7B	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.00%	2.01%
8	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
9	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
10	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
11	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
12	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
13	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
14	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
15	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
16A	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	1.58%	2.01%
16B	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.00%	2.01%
17	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.00%	2.01%

Note: Transportation Fuel percentages include the UAF percent as set forth in Subpart 10.A. of this Section.

Northern will adjust its Fuel percentages in accordance with Part 8, Section 53A of the GENERAL TERMS AND CONDITIONS of this Tariff.

Mainline Fuel Receipt MIDs 1-17 and Delivery MIDs 9-17

RECEIPT DISTRICT	MILEAGE INDICATOR DISTRICTS FUEL PERCENTAGES DELIVERY DISTRICT									
	9	10	11	12	13	14	15	16A	16B	17
1	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
2	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
3	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
4	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
5	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
6	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
7	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.37%	3.63%
7B	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
8	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
9	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
10	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
11	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
12	2.01%	2.01%	2.01%	0.43%	2.01%	0.43%	2.01%	2.01%	1.58%	2.84%
13	2.01%	2.01%	2.01%	0.43%	2.01%	0.43%	2.01%	2.01%	1.58%	2.84%
14	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
15	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	1.58%	2.84%
16A	2.01%	2.01%	2.01%	0.43%	0.43%	0.43%	0.43%	0.43%	1.58%	2.84%
16B	2.01%	2.01%	2.01%	0.43%	0.43%	0.43%	0.43%	0.43%	0.00%	1.26%
17	2.01%	2.01%	2.01%	0.43%	0.43%	0.43%	0.43%	0.43%	0.00%	1.26%

Note: Transportation Fuel percentages include the UAF percent as set forth in Subpart 10.A. of this Section.

Northern will adjust its Fuel percentages in accordance with Part 8, Section 53A of the GENERAL TERMS AND CONDITIONS of this Tariff.

11. OTHER CHARGES

A. Beaver Compression Fee

Commodity Charge

Incidental Jurisdictional Compression Fee	\$0.0400
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B. Waterville Storage

The Market Area transportation rate, Fuel and UAF is charged for delivery to Waterville storage point (POI 922), or other similarly situated third party storage points in the Market Area. If redelivery from Waterville, or other similarly situated third party storage points, is to a Market Area point, there are no additional transportation, Fuel or UAF charges. If the redelivery is to a Field Area delivery point, the Field Area mileage/MID transportation rate and Fuel is charged.

C. Capacity Release Fee (Rate per transaction)

Marketing	Negotiated
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Northern will assess fee only in those instances outlined in Part 8, Section 47.J.3.

D. Authorized Overrun

TF, TFX, TI and GS-T Rate Schedules

The Authorized Overrun Rate shall be equal to the TI rate for the applicable MID path shown in Part 4, Section 9.

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NEGOTIATED RATES**

<u>Shipper Name</u>	<u>Contract No.</u>	<u>Section</u>
Minnesota Energy Resources Corporation	112486	1
Upper Michigan Energy Resources Corporation	133329	2
St. Croix Valley Natural Gas Company, Inc.	21336	3
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas	139022	4
Tuls Renewable Energy LLC	142381	5
Milk Specialties Company	141060	6
Black Hills Service Company, LLC	138109	7
LSCP, LLC	137887	8
Rock Rapids Municipal Utilities	138086	9
Midwest Natural Gas, Inc.	137389	10
Madison Gas and Electric Company	130176	11
Midwest Natural Gas, Inc. Company	137288	12
Viroqua Gas Company a Division of Madison Gas and Electric Company	137443	13
Gelita USA Inc.	134917	14
Minnesota Soybean Processors	135118	15
Mille Lacs Corporate Ventures	141058	16
Poet Biorefining - Arthur, LLC	137995	17
ETC Marketing, Ltd.	138872	18
Midwest Natural Gas, Inc.	127848	19
Interstate Power and Light Company	128848	20
City of Sioux Center	128839	21
Targa Gas Marketing LLC	132908	22
MidAmerican Energy Company	116047	23
Targa Gas Marketing LLC	134630	24
CF Industries Nitrogen, LLC	126385	25
ETC Marketing, Ltd.	142070	26
ETC Texas Pipeline, Ltd.	123516	27
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Eco-Energy Natural Gas, LLC	135827	33
Eco-Energy Natural Gas, LLC	138211	34
Vitol, Inc.	141932	35
Tenaska Marketing Ventures	143411	36
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Tenaska Marketing Ventures	141028	42
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Reserved for Future Use		48
Freepoint Commodities LLC	139181	49
Cima Energy, LP	144568	50
Reserved for Future Use		51
Reserved for Future Use		52
Reserved for Future Use		53
Reserved for Future Use		54

<u>Shipper Name:</u>	Minnesota Energy Resources Corporation
<u>Contract No.:</u>	112486
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	See below
<u>Non-conforming Agreement:</u>	Yes
<u>Winter Quantity Dth/day:</u>	45,000
<u>Summer Quantity Dth/day:</u>	45,000
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	Rochester MN #1D, Rochester MN #2, Rochester MN #1B, All Market Area Deferred Delivery Points

For the period commencing on the later of 11/01/2018 or the in-service date of the Phase 1 Project and ending after a term of 25 years, the rate provisions are amended for the Phase 1 Entitlement as follows:

For the Phase 1 Rochester Growth Entitlement (10,500 Dth/day), Shipper shall pay a monthly reservation charge equal to \$37.1175/Dth/month (Phase 1 Negotiated Reservation Rate) multiplied by the Phase 1 Rochester Growth Entitlement, plus the maximum commodity rate provided in Northern's FERC Gas Tariff. In addition, Shipper shall provide fuel use and unaccounted for and pay all FERC-approved Industry Surcharges applicable to the service provided hereunder.

The Phase 1 Negotiated Reservation Rate above is applicable to all Market Area receipt points on an alternate basis and only the Phase 1 Rochester Growth Entitlement at the Rochester Delivery Points (Rochester MN #1B (POI 2848), Rochester MN #1D (POI 62984), and Rochester MN #2 (POI 79335)) and all Market Area deferred delivery points provided the gas is ultimately redelivered to the applicable primary delivery points. If any other points are used either on a primary or alternate basis in any month, the Phase 1 Negotiated Reservation Rate set forth above will not be applicable to the highest volume delivered to points other than the Rochester Delivery Points on any day of the month (Highest Day Entitlement). Rather, Shipper shall pay a monthly reservation rate on such Highest Day Entitlement for the entire month equal to the Phase 1 Negotiated Reservation Rate plus the Maximum TFX.

For the period commencing on 11/01/2019 or the in-service date of the Phase 2 Project and ending after a term of 23 years, the rate provisions are amended for the Phase 2 Entitlement as follows:

For the Phase 2 Rochester Growth Entitlement (34,500 Dth/day), Shipper shall pay a monthly reservation charge equal to \$10.7714/Dth/month (Phase 2 Negotiated Reservation Rate) multiplied by the Phase 2 Rochester Growth Entitlement, plus the maximum commodity rate provided in Northern's FERC Gas Tariff. In addition, Shipper shall provide fuel use and unaccounted for and pay all FERC-approved Industry Surcharges applicable to the service provided hereunder.

The Phase 2 Negotiated Reservation Rate above is applicable to all Market Area receipt points on an alternate basis and only Phase 2 Rochester Growth Entitlement at the Rochester Delivery Points and all Market Area deferred delivery points provided the gas is ultimately redelivered to the applicable primary delivery points. If any other points are used either on a primary or alternate basis in any month, the Phase 2 Negotiated Reservation Rate set forth above will not be applicable to the Highest Day Entitlement. Rather, Shipper shall pay a reservation rate equal to the Phase 2 Negotiated Reservation Rate plus the Maximum TFX Reservation Rates for such Highest Day Entitlement for the entire month.

Northern reserves the right to adjust the Phase 1 Negotiated Reservation Rate and the Phase 2 Negotiated Reservation Rate such that the combined annual reservation charges for the Phase 1 Rochester Growth Entitlement and the Phase 2 Rochester Growth Entitlement remain unchanged.

If Shipper, or, in the case of a permanent capacity release, acquiring shipper, causes the Rochester Entitlement, Phase 1 Rochester Growth Entitlement or Phase 2 Rochester Growth Entitlement under this Amendment or the TF Agreement, for any reason during the term of this Amendment and the TF

Agreement, in whole or in part, to be realigned away from the Rochester Delivery Points or reduced (except in the instance of a temporary capacity release), in addition to the other consequences listed in the Precedent Agreement, the rate for the Rochester Entitlement, Phase 1 Rochester Growth Entitlement and Phase 2 Rochester Growth Entitlement under this Amendment shall be the Maximum TFX Reservation Rates, as applicable, upon the effective date of the realignment or reduction.

<u>Shipper Name:</u>	Upper Michigan Energy Resources Corporation
<u>Contract No.:</u>	133329
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	See terms below
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	24,610
<u>Summer Quantity Dth/day:</u>	24,610
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	UMERC Baraga, UMERL Negaunee

Beginning 11/01/2019 or the in-service date of the Northern facilities and ending after a term of 20 years, Shipper shall pay a reservation charge equal to \$0.4800/Dth/day multiplied by the contract MDQ multiplied by 30.4 (Negotiated Reservation Rate), plus the maximum commodity rate provided in Northern's FERC Gas Tariff. In addition, Shipper shall provide fuel use and unaccounted for and pay all FERC-approved surcharges applicable to the service provided herein.

The Negotiated Reservation Rate is applicable to (i) the GRLKS/NNG Wakefield receipt point on a primary basis, (ii) all Market Area receipt points on an alternate basis and (iii) only the primary delivery points listed on a primary basis. If any other points are used either on a primary or alternate basis in any month, the Negotiated Reservation Rate set forth herein will not be applicable. Rather, Shipper shall pay a monthly reservation rate on the MDQ for the entire month equal to the Negotiated Reservation Rate plus the maximum TFX reservation rates during the month that any other receipt or delivery points not listed herein are used.

<u>Shipper Name:</u>	St. Croix Valley Natural Gas Company, Inc.
<u>Contract No.:</u>	21336
<u>Rate Schedule:</u>	TF
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2039
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	See below
<u>Summer Quantity Dth/day:</u>	See below
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

The shipper shall pay a monthly reservation charge equal to the applicable contract MDQ multiplied by the sum of (i) Maximum TF5 Reservation Rate minus \$19.4710, plus (ii) Maximum TF12 Base Winter Reservation Rate minus \$13.1450, plus (iii) Maximum TF12 Base Summer Reservation Rate minus \$7.3030, plus (iv) Maximum TF12 Variable Winter Reservation Rate minus \$17.8180, plus (v) Maximum TF12 Variable Summer Reservation Rate minus \$7.3030, plus (vi) \$20.1509; provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$20.1509 (Negotiated Reservation Rate). Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

In addition to the Negotiated Reservation Rate, Shipper will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

For the period 11/1/2024 through 10/31/2038:

The firm maximum daily quantity of the Agreement is 500 Dth/day of TF12 and 1,500 Dth/day of TF5 entitlement.

For the period 11/1/2038 through 10/31/2039:

The firm maximum daily quantity of the Agreement is 375 Dth/day of TF12 and 1,125 Dth/day of TF5 entitlement.

<u>Shipper Name:</u>	CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas
<u>Contract No.:</u>	139022
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2021 through 10/31/2034
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	34,880
<u>Summer Quantity Dth/day:</u>	20,928
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the Contract MDQ multiplied by \$32.9627/Dth.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Tuls Renewable Energy LLC
<u>Contract No.:</u>	142381
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	12/01/2023 through 11/30/2033
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	224
<u>Summer Quantity Dth/day:</u>	224
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a total monthly reservation charge equal to \$5.6999/Dth multiplied by the contract MDQ multiplied by 30.4.

In addition to the reservation charge above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Milk Specialties Company
<u>Contract No.:</u>	141060
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2023 through 10/31/2033
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	250
<u>Summer Quantity Dth/day:</u>	250
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) annual average of the Maximum Reservation Rate minus \$12.3730, plus (ii) \$26.8827, provided the sum of (i) and (ii) shall never be less than \$26.8827 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Black Hills Service Company, LLC
<u>Contract No.:</u>	138109
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2022 through 10/31/2032
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	4,932
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper will 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) will never be less than \$32.4854 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	LSCP, LLC
<u>Contract No.:</u>	137887
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2022 through 10/31/2032
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	788
<u>Summer Quantity Dth/day:</u>	788
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$15.0115; provided the sum of (i) and (ii) shall never be less than \$15.0115 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Rock Rapids Municipal Utilities
<u>Contract No.:</u>	138086
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2022 through 10/31/2032
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	158
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper will pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Reservation Rate minus \$19.471, plus (ii) \$32.4854 provided the sum of (i) and (ii) will never be less than \$32.4854 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Midwest Natural Gas, Inc.
<u>Contract No.:</u>	137389
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2021 through 10/31/2031
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	1,354
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Reservation Rate minus \$15.153, plus (ii) \$50.5917 provided the sum of (i) and (ii) shall never be less than \$50.5917.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Madison Gas and Electric Company
<u>Contract No.:</u>	130176
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2020 through 10/31/2030
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	150
<u>Summer Quantity Dth/day:</u>	150
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$0.4564/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Midwest Natural Gas, Inc. Company
<u>Contract No.:</u>	137288
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2020 through 3/31/2030
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	1,535
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) the monthly maximum reservation rate set forth in Northern's FERC Gas Tariff minus \$15.153, plus (ii) \$101.0011; provided that the sum of (i) and (ii) shall never be less than \$101.0011.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Viroqua Gas Company a Division of Madison Gas and Electric Company
<u>Contract No.:</u>	137443
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2020 through 10/31/2030
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	400
<u>Summer Quantity Dth/day:</u>	400
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$0.9850/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Gelita USA Inc.
<u>Contract No.:</u>	134917
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	See terms below
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	103
<u>Summer Quantity Dth/day:</u>	200
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Beginning 11/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years.

Shipper shall pay monthly reservation charge equal to \$0.3564/Dth/day (Negotiated Reservation Rate) multiplied by the contract MDQ multiplied by 30.4.

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

<u>Shipper Name:</u>	Minnesota Soybean Processors
<u>Contract No.:</u>	135118
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2019 through 10/31/2029
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	600
<u>Summer Quantity Dth/day:</u>	600
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$1.4747/Dth/day (Negotiated Reservation Rate) multiplied by the contract MDQ multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

The Negotiated Reservation Rate is applicable to the primary receipt and delivery points on a primary basis, all Market Area receipt and delivery points on an alternate basis.

<u>Shipper Name:</u>	Mille Lacs Corporate Ventures
<u>Contract No.:</u>	141058
<u>Rate Schedule:</u>	TF
<u>Term of Negotiated Rate:</u>	11/01/2023 through 10/31/2028
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	125
<u>Summer Quantity Dth/day:</u>	125
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the applicable contract MDQ multiplied by the sum of (i) Maximum TF5 Reservation Rate minus \$19.4710, plus (ii) Maximum TF12 Base Winter Reservation Rate minus \$13.1450, plus (iii) Maximum TF12 Base Summer Reservation Rate minus \$7.3030, plus (iv) Maximum TF12 Variable Winter Reservation Rate minus \$17.8180, plus (v) Maximum TF12 Variable Summer Reservation Rate minus \$7.3030, plus \$15.8171 (vi); provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$15.8171 (Negotiated Reservation Rate). Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

In addition to the Negotiated Reservation Rate, Customer will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Poet Biorefining - Arthur, LLC
<u>Contract No.:</u>	137995
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2022 through 10/31/2027
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	500
<u>Summer Quantity Dth/day:</u>	500
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

The Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$17.8235 provided the sum of (i) and (ii) shall never be less than \$17.8235 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	ETC Marketing, Ltd.
<u>Contract No.:</u>	138872
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 03/31/2027
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	10,700
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	TW/NNG Estes Ward, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field MKT Demarcation - 16B

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.94. However, in the event the Formula Rate produces a negative value, the Formula Rate will equal \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Formula Rate set forth above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Formula Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Formula Rate set forth above.

<u>Shipper Name:</u>	Midwest Natural Gas, Inc.
<u>Contract No.:</u>	127848
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2014 through 03/31/2027
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	1,422
<u>Summer Quantity Dth/day:</u>	1,422
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$0.4029/Dth/day multiplied by the contract MDQ multiplied by 30.4, plus the maximum commodity rate provided in Northern's FERC Gas Tariff.

In addition, Customer shall provide fuel, use and unaccounted for and pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

<u>Shipper Name:</u>	Interstate Power and Light Company
<u>Contract No.:</u>	128848
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2016 through 12/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	2,000
<u>Summer Quantity Dth/day:</u>	2,000
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$0.5978/Dth/day multiplied by the contract MDQ multiplied by 30.4 (Negotiated Reservation Rate). However, in the event the Actual Cost of the Hazel interconnect is less than the estimate utilized to derive this Negotiated Reservation Rate, the Negotiated Reservation Rate will be adjusted down to the extent the Actual Cost of the Hazel interconnect is lower than the estimate.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided.

<u>Shipper Name:</u>	City of Sioux Center
<u>Contract No.:</u>	128839
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2016 through 12/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	400
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to \$1.0715/Dth/day multiplied by the contract MDQ multiplied by 30.4 (Negotiated Reservation Rate). However, in the event the Actual Cost of the Hazel interconnect is less than the estimate utilized to derive this Negotiated Reservation Rate, the Negotiated Reservation Rate will be adjusted down to the extent the Actual Cost of the Hazel interconnect is lower than the estimate.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

If the Negotiated Reservation Rate is or becomes less than the maximum winter rate set forth in Northern's FERC Gas Tariff, multiplied by the MDQ multiplied by 30.4 (the product being the "Maximum Rate"), such Negotiated Reservation Rate would be applicable only to the receipt point NBPL/NNG Hazel (POI #79244) and delivery points Zone ABC-Sioux Center (POI #3110) and Sioux Center IA #1 (POI #4065), as applicable, on a primary basis, and all Market Area receipt points on an alternate basis. If any other points are used either on a primary or alternate basis, Shipper shall pay the higher of the Negotiated Reservation Rate or the Maximum Rate for the entire contract MDQ during the month that any points not listed are used. In the event of a realignment of any of the entitlement, Shipper shall pay the higher of the Negotiated Reservation Rate or the Maximum Rate for the realigned entitlement through the remaining term of the Agreement, in addition to any other charges that may be applicable.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	132908
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2023 through 12/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	50,000
<u>Summer Quantity Dth/day:</u>	50,000
<u>Receipt Points:</u>	Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/Mkt Demarcation-16B, Demarc Def. Delivery

Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.48/Dth (rate) multiplied by 30.4 and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The rates set forth above are applicable to the receipt and delivery points (POI) listed. Any delivered quantities received from receipts points located in MIDs 8-16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1-16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

For the period 11/01/2023 through 11/02/2023, the BROWNFIELD POOLING POINT (POI #79387) is added as a primary receipt point.

<u>Shipper Name:</u>	MidAmerican Energy Company
<u>Contract No.:</u>	116047
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	See below
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	See below
<u>Summer Quantity Dth/day:</u>	See below
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

For the period 11/01/2016 through 12/31/2025, beginning on the Commencement Date for each applicable portion of Entitlement as described below, Shipper shall pay a monthly reservation charge equal to \$0.5028/Dth/day (Reservation Rate) multiplied by 30.4, multiplied by such Entitlement. However, in the event the actual cost of the Hazel interconnect is less than \$4,069,000 (the estimate utilized to derive the Reservation Rate), the Reservation Rate will be recalculated using the lower actual cost in the same manner as the original calculation of the Reservation Rate.

In addition to the Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved commodity charges and commodity surcharges applicable to the service provided herein.

All quantities set forth below are hereinafter defined as the "Entitlement":

The maximum daily quantities of the Agreement are increased by 2,433 Dth/day of annual service from receipts at the NBPL/NNG Ventura interconnect (POI #192) for deliveries to town border stations (TBS) behind Zone ABC MidAmerican (POI #3077) beginning 11/01/2015 and ending 10/31/2016.

The maximum daily quantities of the Agreement are increased by 12,721 Dth/day of annual service from receipts at the new NBPL/NNG Hazel interconnect (POI #79244) for deliveries to town border stations behind Zone ABC MidAmerican (POI #3077) beginning 11/01/2015 and ending 10/31/2025.

The maximum daily quantities of the Agreement are increased by 3,800 Dth/day of annual service from receipts at the NBPL/NNG Aberdeen interconnect (POI #193) and by 8,496 Dth/day of annual service from receipts at the new NBPL/NNG Hazel interconnect (POI #79244) for deliveries to town border stations behind Zone ABC MidAmerican (POI #3077) beginning 01/01/2016 and ending 12/31/2025.

The maximum daily quantities of the Agreement are increased by 2,433 Dth/day of annual service from receipts at the new NBPL/NNG Hazel interconnect (POI #79244) for deliveries to town border stations behind Zone ABC MidAmerican (POI #3077) beginning 11/01/2016 (subject to completion of a new compressor station) and ending nine years from the start date (estimated to be 10/31/2025).

Beginning 12/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years during the months of November through March (Winter) the maximum daily quantity of the Agreement is increased by 7,500 Dth/day from receipts at NBPL/NNG Welcome (POI 1665) for deliveries to Yankton SD #1 (POI 3356) of 600 Dth/day, Sioux Falls Master Meter (POI 78958) for redelivery to Sioux Falls SD #1 (POI 1343) of 6,000 Dth/day, Beresford SD #1 (POI 3685) of 100 Dth/day, Canton SD #1 (POI 3680) of 200 Dth/day, Dells Rapids SD #1 (POI 2137) of 400 Dth/day and Lennox SD #1 (POI 2130) of 200 Dth/day (hereinafter referred to as "West Leg 2019 Entitlement").

The maximum daily quantities of the Agreement are decreased by 7,500 Dth/day for the West Leg 2019 Entitlement beginning 11/01/2019 and ending 11/30/2019. In addition, the term of the Agreement is extended through 11/30/2029.

Beginning 12/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years during the Winter months, the rate provisions for the West Leg 2019 Entitlement are amended as follows:

Shipper shall pay a monthly reservation charge in an amount equal to \$1.2859/Dth/day (Negotiated Reservation Rate) multiplied by the MDQ applicable to the West Leg 2019 Entitlement, multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	134630
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	04/01/2022 through 12/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	50,000
<u>Summer Quantity Dth/day:</u>	50,000
<u>Receipt Points:</u>	Oasis/NNG Waha, Brownfield Pool, Targa Monument Plant Lea Co (R), All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.48/Dth (rate) multiplied by 30.4 and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The rates set forth above are applicable to the receipt and delivery points (POI) listed. Any delivered quantities received from receipts points located in MIDs 8-16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1-16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement.

<u>Shipper Name:</u>	CF Industries Nitrogen, LLC
<u>Contract No.:</u>	126385
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2018 through 10/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	88,000
<u>Summer Quantity Dth/day:</u>	88,000
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	CF Industries Port Neal 2

Shipper shall pay a total reservation rate equal to \$0.7598/Dth/day (Agreed-Upon Reservation Rate) for 88,000 Dth/day. In addition to the Agreed-Upon Reservation Rate, Shipper shall pay the maximum commodity rate set forth in Northern's FERC Gas Tariff, as revised from time to time (Maximum Commodity Rate).

The Agreed-Upon Reservation Rate is applicable to all Market Area receipt points and the CF Industries Port Neal 2 delivery point up to 88,000 Dth/day. Except to the extent that Shipper is permitted to source any requirement for the CF Industries-Terra delivery point above 39,000 Dth/day from another contract without any impact to the rates pursuant to paragraph below, if any delivery point other than CF Industries Port Neal 2 is used under this Agreement on either a primary or alternate basis above 39,000 Dth/day, including use by any shipper acquiring the capacity through capacity release, Shipper shall pay a reservation rate of \$0.15/Dth/day plus the Agreed-Upon Reservation Rate for 88,000 Dth/day and the Maximum Commodity Rate during the month that any such points are used.

In consideration for the Agreed-Upon Reservation Rate, all gas transportation services for the CF Industries Port Neal 2 and CF Industries-Terra delivery points shall be provided for under this Agreement. If another agreement is used to serve either the CF Industries Port Neal 2 or CF Industries-Terra delivery points, the Agreed-Upon Reservation Rate herein shall be terminated for any month in which another agreement is used and Shipper shall pay a reservation rate equal to \$0.15/Dth/day plus the Agreed-Upon Reservation Rate for 88,000 Dth/day and the Maximum Commodity Rate during the month that any other agreement is used. Notwithstanding the foregoing, if Shipper desires to use more than 39,000 Dth/day at the CF Industries-Terra delivery point on any day, Shipper may source any requirement above 39,000 Dth/day at the CF Industries-Terra delivery point from another contract without any impact to the rates.

In addition to the reservation rates above, Shipper shall pay all current and future applicable reservation and commodity surcharges. Shipper shall provide fuel, use and unaccounted for as provided in Northern's FERC Gas Tariff.

<u>Shipper Name:</u>	ETC Marketing, Ltd.
<u>Contract No.:</u>	142070
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	10/01/2024 through 08/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	33,000
<u>Summer Quantity Dth/day:</u>	33,000
<u>Receipt Points:</u>	ETC Sonora-Benedum Plants, ETC Martin County
<u>Delivery Points:</u>	Atmos Spraberry, Enterprise Texas Pipeline Spraberry, GCX Spraberry, Whistler Pipeline-Spraberry

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by (i) \$5.7102/Dth during the summer months (April through October), and (ii) \$10.2807/Dth during the winter months (November through March) (Rates) and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 1 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional charge for each of the following: (i) \$0.40/Dth/day for deliveries to points located in MIDs 1 through 16A; and (ii) a charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use MDQ, at the rates set forth above, either (1) any Field Area receipt point located in MIDs 8 through 16B for delivery to primary and alternate points listed in the Agreement; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 6.

Shipper may realign primary receipt point entitlement between ETC Sonora-Benedum Plants (POI #506) and ETC Martin County (POI #78949) without an impact to the Rates. If any other primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rates set forth above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.

<u>Shipper Name:</u>	ETC Texas Pipeline, Ltd.
<u>Contract No.:</u>	123516
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	20,000
<u>Receipt Points:</u>	ETC Sunray Plant, ETC C Line, ETC Spearman Residue
<u>Delivery Points:</u>	NNG Field/MKT Demarcation -16B, Demarc Def. - Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.00; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.20 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities from alternate receipt points in MIDs 8 through 12, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed above in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Sequent Energy Management LLC
<u>Contract No.:</u>	138871
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2025 through 03/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	5,000
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	Brownfield Pool
<u>Delivery Points:</u>	NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.025; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation-16B (POI 37654) (Demarc) from Fuel Section 1, (S) = 0.93. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ

shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$1.25. When the Formula Rate is greater than \$1.25, the Adjusted Formula Rate shall equal \$1.25. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the Winter Months of November through March.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The rates set forth above are applicable to the receipt and delivery points (POI) listed above. For any delivered quantities on any day from receipt points not listed above located in MIDs 1 through 16B Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the rates set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed above located in MIDs 8 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

<u>Shipper Name:</u>	Wisconsin Gas LLC
<u>Contract No.:</u>	140754
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2034
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	1,000
<u>Summer Quantity Dth/day:</u>	1,000
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$17.3432 provided the sum of (i) and (ii) shall never be less than \$17.3432 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff. Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

In addition to the Negotiated Reservation Rate, Shipper will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Midwest Natural Gas, Inc.
<u>Contract No.:</u>	141061
<u>Rate Schedule:</u>	TF
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2033
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	3,168
<u>Summer Quantity Dth/day:</u>	1,774
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the applicable contract MDQ multiplied by the sum of (i) Maximum TF5 Reservation Rate minus \$19.4710, plus (ii) Maximum TF12 Base Winter Reservation Rate minus \$13.1450, plus (iii) Maximum TF12 Base Summer Reservation Rate minus \$7.3030, plus (iv) Maximum TF12 Variable Winter Reservation Rate minus \$17.8180, plus (v) Maximum TF12 Variable Summer Reservation Rate minus \$7.3030, plus (vi) \$25.7561; provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$25.7561 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Black Hills Service Company, LLC
<u>Contract No.:</u>	142878
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2034
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	8,470
<u>Summer Quantity Dth/day:</u>	8,470
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$16.3939, plus (ii) \$44.6788 provided the sum of (i) and (ii) shall never be less than \$44.6788 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff.

In addition to the Negotiated Reservation Rate, Shipper will (i) pay a commodity rate equal to the commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Greater Minnesota Gas, Inc.
<u>Contract No.:</u>	140995
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2029
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	1,000
<u>Summer Quantity Dth/day:</u>	1,000
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$15.8171 provided the sum of (i) and (ii) shall never be less than \$15.8171 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff. Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

In addition to the Negotiated Reservation Rate, Shipper will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

<u>Shipper Name:</u>	Eco-Energy Natural Gas, LLC
<u>Contract No.:</u>	135827
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	15,000
<u>Summer Quantity Dth/day:</u>	15,000
<u>Receipt Points:</u>	Vaquero Caymus Plant Pecos Co, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	El Paso/NNG Plains 26 Del, OneOk Westex Reeves, El Paso/NNG Waha, Agua Blanca Pecos Co

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.35/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B, and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del. 26 (POI 2618), or any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.

Shipper Name: Eco-Energy Natural Gas, LLC
Contract No.: 138211
Rate Schedule: TFX
Term of Negotiated Rate: 05/01/2025 through 10/31/2025
Non-conforming Agreement: No
Winter Quantity Dth/day: 0
Summer Quantity Dth/day: 50,607
Receipt Points: Vaquero Caymus Plant Pecos Co, Brownfield Pool, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: Brownfield Pool, NNG Field/MKT Demarcation-16B, Demarc Def. Delivery, Permian Pooling Point

For the period 05/01/2025 through 10/31/2025 during the Summer Months of May through October, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate." The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation-16B (POI 37654) (Demarc) from Fuel Section 1, (S) = 0.95; (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.15 then "P" will be equal to 0.4940. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge is the sum of the daily charges for the applicable month.

Shipper's charges in paragraphs above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth in paragraphs above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Brownfield Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 25,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth in paragraphs above.

Shipper Name: Vitol Inc.
Contract No.: 141932
Rate Schedule: TFX
Term of Negotiated Rate: 06/01/2025 through 06/30/2025
Non-conforming Agreement: No
Winter Quantity Dth/day: 0
Summer Quantity Dth/day: 29,363
Receipt Points: PEPL/NNG Mullinville
Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.10; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.20 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities from alternate receipt points in MIDs 8-16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed above in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered to Demarc or Demarc Def. Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.- Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Tenaska Marketing Ventures
<u>Contract No.:</u>	143411
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	04/01/2025 through 10/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	2,700
<u>Summer Quantity Dth/day:</u>	1,100
<u>Receipt Points:</u>	Agua Blanca Pecos Co, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/MKT Demarcation – 16B, Demarc Def. Delivery

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } C \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (I) = \$0.03; (S) = 0.95. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ

shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$1.38. When the Formula Rate is greater than \$1.38, the Adjusted Formula Rate shall equal \$1.38. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the Winter Months of November through March.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Formula Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities on any day from receipt points not listed above located in MIDs 8 through 16B Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B except quantities may be delivered to the Brownfield Pooling Point at the Formula Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Formula Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point notlisted above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Formula Rate set forth above.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	143121
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	5,000
<u>Summer Quantity Dth/day:</u>	5,000
<u>Receipt Points:</u>	Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.55/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage at the rates set forth above.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	J. Aron & Company
<u>Contract No.:</u>	144453
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	15,000
<u>Receipt Points:</u>	Viking/NNG Pierz Inter
<u>Delivery Points:</u>	Viking/NNG Pierz Inter, NBPL/NNG Ventura, Ventura Pooling Point (MID 17-192), Ventura Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F)] \text{ times } S \text{ times } V$ where (D) = the Midpoint price from "Gas Daily" Northern, Ventura; (R) = the Midpoint price from "Gas Daily" Emerson, Viking GL; (I) = \$0.30; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to NBPL/NNG Ventura (POI 192), Ventura Pooling Point (POI 78623), and Ventura Def. Delivery (POI 71460) ; (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. Shipper agrees that if any Market Area receipt or delivery points not listed above are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.40/Dth for each day for any quantity received or delivered at any point not listed above.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment of points. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	140690
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2027
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	56,050
<u>Summer Quantity Dth/day:</u>	52,000
<u>Receipt Points:</u>	Brownfield Pooling Point, Targa Buffalo Plant Martin Co, All Field Area MID 1 - MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/Mkt Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.62/Dth multiplied by 30.4 and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

Subject to available capacity, Shipper may realign between its processing plants located in MIDs 3 and 6 at the Rate set forth above. If primary points are realigned to any other points, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	142852
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 08/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	26,000
<u>Receipt Points:</u>	Brownfield Pool, All Field Area MID 1 - MID 7 Receipt Points
<u>Delivery Points:</u>	Brownfield Pool, NNG Field/Mkt Demarcation -16B, Demarc Def. - Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.2692/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities on any day from receipt points not listed above located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the forgoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Brownfield Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 7,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Tenaska Marketing Ventures
<u>Contract No.:</u>	132668
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	20,000
<u>Summer Quantity Dth/day:</u>	20,000
<u>Receipt Points:</u>	Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

For the period 11/01/2024 through 03/31/2025 during the Winter Months of November through March, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be

calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the Winter Months of November through March.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

For the period 04/01/2025 through 10/31/2025 during the Summer Months of April through October, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate." The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.00. The monthly charge is the sum of the daily charges for the applicable month.

For the period 11/01/2024 through 10/31/2025, the rate provisions are amended as follows:

Shipper's charges in paragraphs above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth in paragraphs above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points,

Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rates set forth in paragraphs above.

<u>Shipper Name:</u>	Tenaska Marketing Ventures
<u>Contract No.:</u>	141028
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	11/01/2024 through 10/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	20,000
<u>Summer Quantity Dth/day:</u>	20,000
<u>Receipt Points:</u>	Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$1.05/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Northern shall have a one-time unilateral right at its sole discretion to convert this Agreement from a negotiated rate agreement to a discounted rate agreement.

Shipper Name: ETC Marketing, Ltd.
Contract No.: 143397
Rate Schedule: TFX
Term of Negotiated Rate: 06/01/2025 through 06/30/2025
Non-conforming Agreement: No
Winter Quantity Dth/day: 0
Summer Quantity Dth/day: 15,000
Receipt Points: PEPL/NNG Mullinville
Delivery Points: NNG Field/Mkt Demarcation – 16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.10; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.20 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities from alternate receipt points in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed above in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered to Demarc or Demarc Def. Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Shipper Name: Tenaska Marketing Ventures
Contract No.: 141933
Rate Schedule: TFX
Term of Negotiated Rate: 06/01/2025 through 06/30/2025
Non-conforming Agreement: No
Winter Quantity Dth/day: 0
Summer Quantity Dth/day: 18,442
Receipt Points: PEPL/NNG Mullinville
Delivery Points: NNG Field/Mkt Demarcation -16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.10; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract except in the event $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ is equal to or greater than \$0.20 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities from alternate receipt points in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed above in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	J. Aron & Company
<u>Contract No.:</u>	144510
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	50,000
<u>Receipt Points:</u>	All Field Area MID 1 - MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/Mkt Demarcation - 16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.09; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.85; and (P) = the actual % of MDQ scheduled on this agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. For any delivered quantities on any day from receipt points not listed above located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed above located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Eco-Energy Natural Gas, LLC
<u>Contract No.:</u>	141380
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	15,000
<u>Receipt Points:</u>	Oneok Westex Seagraves, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	El Paso/NNG Plains 26 Del, Agua Blanca Pecos Co, El Paso/NNG Waha, Oneok Westex Reeves

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$ where (D) = the Index price from "Gas Daily" ICE El Paso, Plains Pool; (R) = the Midpoint price from "Gas Daily" Waha; (I) = \$0.05; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Plains 26 Del (POI 2618) from fuel Section 1; (S) = 0.90; and (P) = the actual % of MDQ scheduled on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.02. The monthly charge will be the sum of all daily charges from the formula above.

In the event component (D) in the formula above (Index price from "Gas Daily" ICE El Paso, Plains Pool) is not published on a day; Northern and Shipper may mutually agree on a daily price to be used in place of the index associated with (D) above. In the event Northern and Shipper are unable to agree on the daily price, in place of the index associated with (D) above, (D) will be equal to the greater of the Midpoint price of "Gas Daily" El Paso, San Juan; "Gas Daily" ANR, Okla.; or "Gas Daily" Panhandle, Tx.-Okla.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del. 26, or any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not located in MIDs 1-16A.

Northern shall have the unilateral right upon providing 48 hours advance written notice (Conversion Notice) to convert the Rate for this entitlement to \$0.75/Dth/day. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to 50 Dth/day by providing Northern written notice within 6 hours of the Conversion Notice. Any such reduction will be effective at Shipper's election as of the date of Shipper's written notice. Northern and Shipper may agree to realign rather than reduce the MDQ at an agreed upon rate.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a

realignment between points located in MIDs 1 through 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	EDF Trading North America, LLC
<u>Contract No.:</u>	143045
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	50,000
<u>Receipt Points:</u>	NBPL/NNG Ventura, NBPL/NNG Grundy Center, Ventura Pooling Point (MID 17-192)
<u>Delivery Points:</u>	ANR/NNG Janesville, Nicor-East Dubuque

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.01 plus the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ where (D) = the Midpoint price from "Gas Daily" Alliance, into interstates; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180) and NICOR-EAST DUBUQUE (POI 234); (S) = 0.92; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than \$0.02. The monthly charge will be the sum of all daily Rates.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees that if any Market Area receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.40/Dth for each day for any quantity received or delivered at any point not listed.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Reserved for Future Use

<u>Shipper Name:</u>	Freepoint Commodities LLC
<u>Contract No.:</u>	139181
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	32,385
<u>Receipt Points:</u>	Pampa Pooling Point, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	Pampa Pooling Point, NNG Field MKT Demarcation - 16B, Demarc Def. Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.04; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

Northern shall have the unilateral right upon providing 48 hours advance written notice to convert (Conversion Notice) this entitlement to maximum tariff rates. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to 50 Dth/day by providing Northern written notice within 6 hours of the Conversion Notice. Any such reduction will be effective at Shipper's election as of the date of Shipper's written notice. Northern and Shipper may agree to realign rather than reduce the MDQ at an agreed upon rate.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Pampa Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. -Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 16,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Cima Energy, LP
<u>Contract No.:</u>	144568
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	06/01/2025 through 06/30/2025
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	0
<u>Summer Quantity Dth/day:</u>	22,635
<u>Receipt Points:</u>	Viking/NNG Pierz Inter
<u>Delivery Points:</u>	Brainerd Lakes MN #2, Viking/NNG Pierz Inter, NBPL/NNG Ventura, Ventura Def. Delivery, Ventura Pooling Point (MID 17-192)

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.02 plus the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F) \text{ times } S \text{ times } V]$ where (D) = the Midpoint price from "Gas Daily" Northern, Ventura; (R) = the Midpoint price from "Gas Daily" Emerson, Viking GL; (I) = \$0.25; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to NBPL/NNG Ventura (POI 192), Ventura Pooling Point (POI 78623), and Ventura Def. Delivery (POI 71460); (S) = 0.85; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F) \text{ times } S]$ be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed above. Shipper agrees that if any Market Area receipt or delivery points not listed above are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.40/Dth for each day for any quantity received or delivered at any point not listed above.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment of points. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
CenterPoint Energy Minnesota Gas Contract No. 111461	TFX	11/01/2007	02/11/2005
Black Hills Utility Holdings, Inc. Contract No. 111169, Amendment 5	TFX	04/01/2014	02/28/2014
Metropolitan Utilities District Contract No. 21385, Amendment 61	TF	01/01/2013	11/21/2012
Northern States Power Company – Minnesota Contract No. 112184, as Amended	TFX	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112186, as Amended	TFX	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112182, as Amended	TF	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112185, as Amended	TFX	11/01/2007	10/16/2006
Northern States Power Company – Minnesota Contract No. 112183, as Amended	TF	11/01/2007	04/07/2006
Northern States Power – Generation Contract No. 112203, as Amended	TFX	11/01/2007	04/07/2006
Flint Hills Resources, LP Contract No. 111404, Amendment 7	TFX	12/01/2013	10/31/2013
Madison Gas and Electric Company Contract No. 21340, Amendment 32	TF	09/01/2005	06/11/2010
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract No. 103807	IDD	10/01/1998	06/15/2011

Name of Shipper/Agreement No.	Rate Schedule	Agreement/Amendment Date	Date Filed
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract No. 103810	TI	10/01/1998	06/15/2011
Minnesota Energy Resources Corporation Contract No. 112495, Amendment 50 Precedent Agreement, Contract No. 601987, Amendment 1 Contract No. 112486, Amendment 31	TF	11/01/2017	05/01/2017
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Precedent Agreement, Contract No. 602204 Contract No. 134029	TFX	11/01/2018	08/01/2018
OCI Fuels B.V. Contract No. 137313	IDD	07/30/2020	06/30/2020
Iogen RC Fuels LP Contract No. 143571	TI	11/01/2024	10/01/2024

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1. RATE SCHEDULE TF - FIRM THROUGHPUT SERVICES

A. Availability

This Rate Schedule is available for transportation of natural gas pursuant to a Firm Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

1. Northern determines that sufficient capacity exists to provide the Firm Throughput Service requested by Shipper;
2. Shipper has executed a Firm Throughput Service Agreement ("TF Agreement") of the form contained in Northern's FERC Gas Tariff;
3. The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff; and
4. The transportation of natural gas within the MDQ under the throughput service shall be on a firm basis for delivery, regardless of whether the delivery is in the Market Area or Field Area.
5. Shipper who has a TF Agreement shall also be eligible to purchase from Northern no- notice throughput service pursuant to Rate Schedule SMS-System Management Service.

B. Applicability and Character of Service

Shipper may select, pursuant to the terms of this Rate Schedule TF, various Firm Throughput Services (hereinafter referred to as "TF12 Base", "TF12 Variable" "TF5" or "TFF" or collectively referred to as "Throughput Service(s)"). Shipper may have transported, pursuant to this Rate Schedule, gas purchased from Northern and/or from any other third party. Subject to the provisions of Rate Schedule TF and the GENERAL TERMS AND CONDITIONS of this Tariff, service within the MDQ rendered under a TF Agreement shall be on a firm basis for delivery, regardless of whether the delivery is in the Market Area or Field Area, of a transportation quantity referred to as the Maximum Daily Quantity ("MDQ") for each applicable Throughput Service(s). MDQ is the total volume of natural gas for each respective Throughput Service(s) specified in the TF Agreement that Northern is obligated to transport on a daily basis from the Point(s) of Receipt to the Point(s) of Delivery. The Market Area "Total Aggregate MDQ" shall mean the sum of the TF12 Base, TF12 Variable and the TF5 MDQs. The TFF MDQ is the entitlement the Shipper has from Field Area receipt points to the F/M Demarcation. The TFF MDQ is not included in the Total Aggregate MDQ.

A Shipper is permitted to combine multiple TF Agreements into a single TF Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems.

A Shipper is permitted to convert a TF Agreement to a TFX Agreement provided Northern is at least financially indifferent as determined by Northern. Also, Northern and Shipper may agree to convert a portion of a TF Agreement to a TFX Agreement on a not unduly discriminatory basis. A new service agreement will be created under Rate Schedule TFX or the entitlement can be combined with another TFX Agreement provided the services can be combined pursuant to Rate Schedule TFX.

A Shipper is permitted to separate a TF agreement into multiple TF agreements provided the resulting TF agreements, as determined by Northern, (1) retain, in aggregate, all of the same terms and conditions of the original TF agreement between Northern and the Shipper, (2) maintain the same level and proportion of TF12 and TF5 or TFF services, (3) use the same capacity as the original TF agreement and the separation would not adversely impact operations,

and (4) Northern is at least financially indifferent. Otherwise, a Shipper shall have the option to request and Northern may agree, on a not unduly discriminatory basis, to a separation of a TF Agreement into multiple TF Agreements.

Shipper shall have the option to request firm throughput service (1) solely for the Market Area, (2) solely for the Field Area, or (3) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper. A Shipper with a combined Market and Field Area service agreement may not transfer a primary firm receipt or delivery point from the Field Area to the Market Area for the term of the TF agreement.

Subject to the terms of this paragraph, a Shipper may select the full requirements option. Under such option, a Shipper will agree to take its full requirements from Northern for the service territory currently served by the existing entitlement and the growth associated with such service territory and agree not to physically bypass Northern for such territories for the term of the agreement. In exchange for such agreement, Shipper and Northern may mutually agree to increase the Shipper's contract demand at agreed upon intervals, to construct new facilities if necessary and to exercise commercially reasonable best efforts to secure approvals for such construction. To the extent new facilities would need to be constructed to meet Shipper's growth requirements, Northern will hold open seasons for any construction required and will provide service to any requesting Shipper whose request meets the economic feasibility requirements for the construction of facilities.

1. Receipt Points

a. Amount of Receipt Point Capacity

Disregarding differences in capacity due to Fuel and UAF, each existing Shipper's contract may reserve receipt point capacity up to one hundred percent (100%) of the Total Aggregate MDQ. No contracts will be allowed receipt point capacity in excess of delivery point capacity.

- i. Flexibility. Shippers may request to amend their agreements to add, change, or delete Primary Receipt Points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations. All receipt points on the system will be available for use as alternate firm receipt points within the area provided by the contract and subject to operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

- ii. Discounts. Any discount granted (reservation or commodity) at a Primary Receipt Point will not be automatically granted at an amended or Alternate Receipt Point.

b. Receipt Point Allocation

Allocation of capacity is pursuant to Section 26 of the GENERAL TERMS AND CONDITIONS of this Tariff.

2. Delivery Points

a. Primary Firm Delivery Points

- i. Flexibility. Shippers may request to amend their agreements to add, change, or delete Primary Delivery Points as limited by the firm throughput service agreement as discussed in this Subpart B. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

- ii. Discounts. Any discount granted (reservation or commodity) at a Primary Delivery Point will not be automatically granted at an amended or alternate delivery point.
- iii. Deletion of Original Primary Delivery Points. If an original Primary Delivery Point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

b. Alternate Firm Delivery Points

- i. Flexibility. All delivery points on the system will be available for use as alternate firm delivery points (including zone deliveries to a specific customer) within the area provided by the contract and subject to operational conditions. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has a combined Field Area/Market Area contract.
- ii. Discounts. Any discount granted (reservation or commodity) at the Primary Delivery Point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TF as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the GENERAL TERMS AND CONDITIONS of this Tariff.

C. Throughput Services Offered

The Throughput Service(s) available under Rate Schedule TF are as follows:

TF12 Base is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Base MDQ is determined as provided in Subpart H of this Rate Schedule TF.

TF12 Variable is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Variable MDQ is determined as provided in Subpart H of this Rate Schedule TF.

TF5 is a Firm Throughput Service available during the consecutive months of November, December, January, February and March.

TFF is a Firm Throughput Service available for twelve (12) consecutive months for receipt in the Field Area and delivery to the F/M Demarcation point.

Although a TF Agreement may contain one or more of these services, each service (TF12 Base, TF12 Variable, TF5 and TFF) is distinct for purposes of rates.

Notwithstanding the above, and in accordance with any extension right in the TF Agreement, if Shipper extends its TF Agreement, or portions of its TF Agreement, for twelve (12) consecutive months or more the term date may be extended to the end of a Summer Season or Winter Season.

D. Overrun

Overrun Volumes. Northern agrees to transport volumes in excess of the Total Aggregate MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its Total Aggregate MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation (1) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or (2) at any other point on Northern's system through which Shipper is entitled to transport under Rate Schedule TF, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its Total Aggregate MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TF and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

E. Term of the Agreement

The TF Agreement must be executed by Shipper prior to commencement of service.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

1. TF Agreements

- a. TF Agreements entered into pursuant to the New Services Settlement and prior to implementation of Order No. 636, shall retain any unilateral rollover right (grandfathered rollover right) contained therein. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original TF agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall not be subject to the Right of

First Refusal process. If a Shipper under an agreement containing a grandfathered rollover right provides notice of termination pursuant to the agreement, it must notify Northern at the same time of its desire to have the capacity posted for bids in the Right of First Refusal process. If Shipper does not so notify Northern, the MDQ shall not be subject to the Right of First Refusal process.

- b. TF Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and TF Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal pursuant to Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. Northern and Shipper may mutually agree to include ROFR rights in other TF Agreements on a not unduly discriminatory basis.
- c. TF Agreements with a term up to, but not including, twelve (12) consecutive months of service or for one (1) year or less, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

2. Reduction Rights

Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following reduction rights, subject to the conditions set forth in paragraph c. below:

- a. Conversion from LDC Sales Service to Transportation. If a firm customer receiving jurisdictional sales service from a Local Distribution Company (LDC) Shipper, served by use of the LDC Shipper's firm throughput entitlement on Northern, converts to transportation service from the LDC and arranges through an upstream supplier for incremental firm service with Northern in lieu of capacity release of the LDC Shipper's firm entitlement, Northern agrees to reduce the LDC Shipper's firm entitlement for a period up to the term of the new firm service agreement. The amount reduced may be no greater than the level of incremental firm service purchased by the upstream supplier from Northern to serve the end use customer of the LDC.
- b. LDC Bypass. If a firm end use customer located behind an LDC's system and served by use of an LDC Shipper's firm throughput entitlement on Northern bypasses the LDC and incremental firm service is purchased from Northern for such market, Northern agrees to reduce the LDC Shipper's firm entitlement for a period up to the term of the new firm service agreement. The amount reduced may be no greater than the level of incremental firm entitlement contracted with Northern by the firm end use customer of the LDC Shipper after the bypass.
- c. The reduction rights in paragraphs a. and b. are subject to the following:
 - i. Capacity release volumes and interruptible service shall not be considered incremental firm service.
 - ii. Northern must be kept revenue neutral except to the extent Northern discounts the incremental entitlement. In determining whether Northern remains revenue neutral, Northern shall consider, in addition to any other relevant factors, any agreements for reimbursement of the cost of construction of facilities, either through the rate or through a CIAC.

- iii. To the extent that the firm end use customer was not exclusively served by Northern, Northern will provide reduction rights on a pro rata basis to Northern's portion of all the customer's firm requirements if the LDC Shipper receives commensurate relief from all other pipelines.
- iv. The firm end use customer has ceased to pay or is expected to cease to pay the LDC Shipper for the firm entitlement used by the LDC to serve the firm end use customer and the LDC submits to Northern a request for reduction.
- v. LDC Shipper's request for reduction shall state the requested effective date. LDC Shipper's request shall be accompanied by an affidavit from LDC Shipper setting forth the information supporting Shipper's request and such supporting documents as will allow Northern to evaluate the request and verify that LDC Shipper is eligible for a reduction under this Section. Such information shall include the firm entitlement level associated with service to the firm end use customer and the level of service within each tier which should be reduced.
- vi. The effective date of the reduction shall be prospective and shall be the later of:
 - (A) the first day of the month following the date of the LDC Shipper's request,
 - (B) the date the firm end use customer ceased paying the LDC for the firm entitlement, or
 - (C) the effective date of the incremental firm service purchased from Northern.

F. Rates and Charges

The monthly billing for Firm Throughput Service(s) TF12 Base, TF12 Variable, TF5 and TFF shall be the sum of:

1. Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined TF agreements. The monthly bill will be derived by using the applicable Throughput Reservation Rate for the TF Throughput Service as shown in Part 4, Section 1 of this Tariff multiplied by the MDQs for each respective Throughput Service(s) as shown on the TF Agreement.

2. Throughput Commodity Charge

The total units of TF volumes during the respective month multiplied by the Commodity Rate for each respective Throughput Service(s) unit transported as shown in Part 4, Section 1 of this Tariff.

3. Overrun and Out-of-Balance Charges

- a. Overrun Charge. For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown in Part 4, Section 11.

- b. Out-of-Balance Charge. The monthly billing shall be the total units of Out-of-Balance Volumes transported to a delivery point(s) during the respective month multiplied by the Out-of-Balance Rate as shown in Part 4, Section 1 of this Tariff, as applicable.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under 1., 2., and 3. above, of this Rate Schedule, shall be within the minimum and maximum levels shown in Part 4, Sections 1 and 11, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

- 4. Other rates and charges for services under this Rate Schedule shall include each of the following:

- a. A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the GENERAL TERMS AND CONDITIONS of this Tariff for volumes transported for Shipper.

- b. Fuel

This Subpart F.4.b., "Fuel," shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

- i. provide the appropriate Fuel; or
- ii. purchase the appropriate Fuel from Northern.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and UAF percentages are set forth in Part 4, Section 10, and detailed by receipt-to-delivery MID path in Part 4, Section 10 of this Tariff.

A Shipper's Fuel and UAF is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown in Part 4, Section 10.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area Electric Compression commodity rate, as shown in Part 4, Section 10 of this Tariff, pursuant to Section 53B of the GENERAL TERMS AND CONDITIONS of this Tariff.

- c. Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variances Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

d. Surcharges

Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this Tariff.

e. Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

f. Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff.

G. Offering of TF Service

To initiate service under this Rate Schedule TF, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

For any Shipper that requests new incremental service under Rate Schedule TF, Shipper shall have the right to determine the initial MDQ for one or more of the new incremental Throughput Service(s), TF12 Base, TF12 Variable, TF5 or TFF provided, however, the MDQ for new TF5 shall not exceed thirty percent (30%) of the Total Aggregate MDQ; except where the total entitlement level for the Shipper pursuant to previously existing SS-1, WPS-1 and PS-1 Service Agreement(s) exceeded 30% of the total entitlement level of all firm services, such level will be available as TF5. (Hereinafter referred to as the grandfathered seasonal service percentage.) The Total Aggregate MDQ is exclusive of the TFF MDQ. The initial Market Area MDQs under the Throughput Service(s) shall remain in effect, until revised in accordance with the reallocation provisions set forth in Subpart H, "Reallocation of TF Throughput Levels," of this Rate Schedule.

If a Shipper has a Right of First Refusal (ROFR) or rollover right under its service agreement, the 70%/30% relationship or the grandfathered seasonal service percentage for TF12 and TF5 entitlement and the annual TF12 entitlement requirements (collectively, TF Requirements) must be met in any currently effective entitlement period. Such Shippers may enter into extensions of entitlement that become effective for some future period and that do not meet the TF Requirements; however, at the time the extension becomes effective the TF requirements must be satisfied.

The MDQs for each Throughput Service(s), as such are reallocated from time to time, shall be set forth in the TF Agreement.

The minimum level of Total Aggregate MDQ applicable to a TF Agreement under this Rate Schedule shall be 50 Dth except when a Shipper that has bid at least 50 Dth per day in an open season is awarded less than 50 Dth per day. In which case, the amount awarded in the open season shall be the minimum level of Total Aggregate MDQ for that TF Agreement.

H. Reallocation of TF Throughput Levels

Northern will notify Shipper each year on or before November 1 of the maximum MDQ for TF12 Base, as determined in this Subpart H, that will be effective on the subsequent anniversary date of Shipper's firm TF Throughput Service Agreement. Northern and Shipper may agree to remove any or all delivery points from the annual reallocation process and agree to the TF12 Base quantities at such points. The Total Aggregate MDQ under the TF Agreement will remain unchanged.

Unless Northern and Shipper have agreed to remove certain delivery points from the reallocation process, the maximum TF12 Base entitlement shall be the Shipper's actual average daily deliveries, including (1) total injections to the Ogden deferred delivery point and positive net injections to the Demarc deferred delivery point for FDD, PDD, IDD, or (2) third party storage; to the Town Border Stations (TBS's) or delivery points listed as Primary Delivery Points in the Shipper's TF Service Agreement(s), from Northern's system over the preceding five (5) month summer period, May through September. Furthermore, if the Shipper is the Delivery Point Operator such daily deliveries shall (a) include all deliveries made to such TBS's under any TF Service agreement on an alternate point basis, and (b) include all deliveries made to such TBS's or delivery points under any TI Service Agreement, and (c) include all deliveries made to such TBS's or delivery points as a result of Capacity Release transactions described in Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff. Deliveries pursuant to a TFX or GS-T Service Agreement shall be excluded.

To the extent the TF12 Base entitlement is adjusted, the TF12 Variable entitlement shall be adjusted in the opposite direction in a like amount.

The MDQs for the TF12 Base and TF12 Variable Throughput Service(s) shall be subject to reallocation in accordance with this Subpart H annually; provided, however, the TF Agreement must be effective for at least one (1) year before the MDQs may be reallocated. In no event shall Shipper modify on an annual basis the MDQ levels for the TF5 service. This reallocation process will not affect TF5 MDQ unless allowed as a result of Section 47. Additionally, this reallocation process shall not result in an automatic change to Northern's reservation rates.

The provisions of this Subpart H shall apply in the same manner when a Shipper has multiple TF Service Agreements at the same point(s). Provided, however, daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis, using the Total Aggregate MDQ's of each TF agreement, unless Northern and Shipper agree in writing to a different allocation upon the effectiveness of the multiple contract situation.

I. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

2. RATE SCHEDULE TFX - FIRM THROUGHPUT SERVICE

A. Availability

This Rate Schedule is available for transportation of natural gas pursuant to a Firm Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

1. Northern determines that sufficient capacity exists to provide the Firm Throughput Service requested by Shipper;
2. Shipper has executed a Firm Throughput Service Agreement ("TFX Agreement") of the form contained in Northern's FERC Gas Tariff;
3. the throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff; and
4. the transportation of natural gas within the MDQ under the throughput service shall be on a firm basis.
5. Shipper who has a TFX Agreement shall also be eligible to purchase from Northern no-notice throughput service pursuant to Rate Schedule SMS-System Management Service.

B. Applicability and Character of Service

Subject to the provisions of this Rate Schedule TFX and the GENERAL TERMS AND CONDITIONS of this Tariff, service within the MDQ rendered under a TFX Agreement shall be on a firm basis of a transportation quantity referred to as the Maximum Daily Quantity ("MDQ"). MDQ is the total volume of natural gas specified in the TFX Agreement that Northern is obligated to transport on a daily basis from the Point(s) of Receipt to the Point(s) of Delivery.

Shipper shall have the option to request firm throughput service (1) solely for the Market Area, (2) solely for the Field Area, or (3) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate receipt and delivery points is determined by which option is chosen by the Shipper. A Shipper with a combined Market and Field Area service agreement may not transfer a primary firm receipt or delivery point from the Field Area to the Market Area for the term of the TFX Agreement.

A Shipper is permitted to combine multiple TFX Agreements into a single TFX Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems.

A Shipper is permitted to separate a TFX agreement into multiple TFX agreements provided the resulting TFX agreements, as determined by Northern, (1) retain, in aggregate, all of the same terms and conditions of the original TFX agreement between Northern and the Shipper, (2) maintain the same level and proportion of the same months of service, (3) use the same capacity as the original TFX agreement and the separation would not adversely impact operations, and (4) Northern is at least financially indifferent. Otherwise, a Shipper shall have the option to request and Northern may agree, on a not unduly discriminatory basis, to a separation of a TFX Agreement into multiple TFX Agreements.

Subject to the terms of this paragraph, a Shipper may select the full requirements option. Under such option, a Shipper will agree to take its full requirements from Northern for the service territory currently served by the existing entitlement and the growth associated with such service territory and agree not to physically bypass Northern for such territories for the term of the agreement. In exchange for such agreement, Shipper and Northern may mutually agree to

increase the Shipper's contract demand at agreed upon intervals, to construct new facilities if necessary and to exercise commercially reasonable best efforts to secure approvals for such construction. To the extent new facilities would need to be constructed to meet Shipper's growth requirements, Northern will hold open seasons for any construction required and will provide service to any requesting Shipper whose request meets the economic feasibility requirements for the construction of facilities.

1. Receipt Points

a. Amount of Receipt Point Capacity

Disregarding differences in capacity due to Fuel and UAF, each existing Shipper's contract may reserve receipt point capacity up to one hundred percent (100%) of the MDQ. No contracts will be allowed receipt point capacity in excess of delivery point capacity.

- i. Flexibility. Shippers may request to amend their agreements to add, change, or delete Primary Receipt Points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations. All receipt points on the system will be available for use as alternate firm receipt points within the area provided by the contract and subject to operational considerations.

No geographical limitations will be placed on the availability of amended receipt points within the service area provided by the contract.

Other than the discount provision below, there will be no reservation fee impact if receipt points are moved solely within the Market Area or moved solely within the Field Area.

- ii. Discounts. Any discount granted (reservation or commodity) at a Primary Receipt Point will not be automatically granted at an amended or Alternate Receipt Point.

b. Receipt Point Allocation

Allocation of capacity is pursuant to Section 26 of the GENERAL TERMS AND CONDITIONS of this Tariff.

2. Delivery Points

a. Primary Firm Delivery Points

- i. Flexibility. Shippers may request to amend their agreements to add, change, or delete Primary Delivery Points as limited by the firm throughput service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

ii. Discounts. Any discount granted (reservation or commodity) at a Primary Delivery Point will not be automatically granted at an amended or alternate delivery point.

iii. Deletion of Original Primary Delivery Points. If an original Primary Delivery Point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

b. Alternate Firm Delivery Points

i. Flexibility. All delivery points on the system will be available for use as alternate firm delivery point (including zone deliveries to a specific customer) within the service area provided by the contract and subject to operational considerations. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has combined Field Area/Market Area contract.

ii. Discounts. Any discount granted (reservation or commodity) at the Primary Delivery Point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TFX as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of this Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the GENERAL TERMS AND CONDITIONS of this Tariff.

C. Offering of TFX Service

To initiate service under this Rate Schedule TFX, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

The minimum level of MDQ applicable to a TFX Agreement under this Rate Schedule shall be 50 Dth for any period during the applicable term of the TFX Agreement except when a Shipper that has bid at least 50 Dth per day in an open season is awarded less than 50 Dth per day. In which case, the amount awarded in the open season shall be the minimum level of MDQ for that TFX Agreement.

D. Term of TFX Agreement

The TFX Agreement must be executed by Shipper prior to commencement of service.

The term of service shall be negotiated. There shall not be a minimum term. The term shall be set forth in the TFX Agreement. TFX Agreements entered into pursuant to the New Service Settlement and prior to implementation of Order No. 636 shall retain any unilateral rollover rights contained therein.

Northern and Shipper may agree to different termination dates for specified volumes within the same Service Agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following reduction rights, subject to the conditions set forth in paragraph 3. below:

1. Conversion from LDC Sales Service to Transportation. If a firm customer receiving jurisdictional sales service from a Local Distribution Company (LDC) Shipper, served by use of the LDC Shipper's firm throughput entitlement on Northern, converts to transportation service from the LDC and arranges through an upstream supplier for incremental firm service with Northern in lieu of capacity release of the LDC Shipper's firm entitlement, Northern agrees to reduce the LDC Shipper's firm entitlement for a period up to the term of the new firm service agreement. The amount reduced may be no greater than the level of incremental firm service purchased by the upstream supplier from Northern to serve the end use customer of the LDC.
2. LDC Bypass. If a firm end use customer located behind an LDC's system and served by use of an LDC Shipper's firm throughput entitlement on Northern bypasses the LDC and incremental firm service is purchased from Northern for such market, Northern agrees to reduce the LDC Shipper's firm entitlement for a period up to the term of the new firm service agreement. The amount reduced may be no greater than the level of incremental firm entitlement contracted with Northern by the firm end use customer of the LDC Shipper after the bypass.
3. The reduction rights in paragraphs 1. and 2. above are subject to the following:
 - a. Capacity release volumes and interruptible service shall not be considered incremental firm service.
 - b. Northern must be kept revenue neutral except to the extent Northern discounts the incremental entitlement. In determining whether Northern remains revenue neutral, Northern shall consider, in addition to any other relevant factors, any agreements for reimbursement of the cost of construction of facilities, either through the rate or through a CIAC.
 - c. To the extent that the firm end use customer was not exclusively served by Northern, Northern will provide reduction rights on a pro rata basis to Northern's portion of all the customer's firm requirements if the LDC Shipper receives commensurate relief from all other pipelines.
 - d. The firm end use customer has ceased to pay or is expected to cease to pay the LDC Shipper for the firm entitlement used by the LDC to serve the firm end use customer and the LDC submits to Northern a request for reduction.
 - e. LDC Shipper's request for reduction shall state the requested effective date. LDC Shipper's request shall be accompanied by an affidavit from LDC Shipper setting forth the information supporting Shipper's request and such supporting documents as will allow Northern to evaluate the request and verify that LDC Shipper is eligible for a reduction under this section. Such information shall include the firm entitlement level associated with service to the firm end use customer.

- f. The effective date of the reduction shall be prospective and shall be the later of:
 - i. the first day of the month following the date of the LDC Shipper's request,
 - ii. the date the firm end use customer ceased paying the LDC for the firm entitlement, or
 - iii. the effective date of the incremental firm service purchased from Northern.

E. New TFX Agreement

1. TFX Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and TFX Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. Northern and Shipper may mutually agree to include ROFR rights in other TFX Agreements on a not unduly discriminatory basis.
2. TFX Agreements with a term up to, but not including, twelve (12) consecutive months of service or for one (1) year or less, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

F. Overrun

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation (1) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or (2) at any other point on Northern's system, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

G. Rates and Charges

The monthly billing for TFX Throughput Service shall be the sum of:

1. Throughput Reservation Charges

Shipper shall be billed monthly for reservation charges associated with its Field, Market or combined TFX agreements. The monthly bill will be derived by using the highest TF Reservation Rate in effect for the month for the TFX Throughput Service as shown in Part 4, Section 2 of this Tariff, multiplied by the MDQ as shown on the TFX Agreement.

2. Throughput Commodity Charge

The total units of TFX volumes during the respective month multiplied by the Commodity Rate for each TFX unit transported as shown in Part 4, Section 2 of this Tariff.

The Throughput Commodity rate for TFX service shall be the commodity rate in effect for the respective month of the TFX agreement. Such rates are set forth in Part 4, Section 2.

3. Overrun and Out-of-Balance Charges

- a. Overrun Charge. For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown in Part 4, Section 11.
- b. Out-of-Balance Charge. The monthly billing shall be the total units of Out-of-Balance Volumes transported to a delivery point(s) during the respective month multiplied by the Out-of-Balance Rate as shown in Part 4, Section 2 of this Tariff, as applicable.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under (1), (2) and (3) above, of this Rate Schedule, shall be within the minimum and maximum levels shown in Part 4, Sections 2 and 11, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

4. Other rates and charges for services under this Rate Schedule shall include each of the following:

a. A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the GENERAL TERMS AND CONDITIONS of this Tariff for volumes transported for Shipper.

b. Fuel

This Subpart G.4.b., "Fuel," shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

- i. provide the appropriate Fuel; or
- ii. purchase the appropriate Fuel from Northern at a mutually agreed upon price.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and UAF percentages are set forth in Part 4, Section 10, and detailed by receipt-to-delivery MID path in Part 4, Section 10 of this Tariff.

A Shipper's Fuel and UAF is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown in Part 4, Section 10.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area Electric Compression commodity rate, as shown in Part 4, Section 10 of this Tariff, pursuant to Section 53B of the GENERAL TERMS AND CONDITIONS of this Tariff.

c. Daily Delivery Variance Charges (DDVC)

Shipper shall pay the applicable Daily Delivery Variances Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

d. Surcharges

Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this Tariff.

e. Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

f. Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff.

H. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

3. RATE SCHEDULE GS-T - FIRM THROUGHPUT SERVICE

A. Availability

This Rate Schedule is available to the Market Area Small Customers with daily firm entitlement of 5,500 Mcf or less for the firm transportation of gas that received service pursuant to Northern's Rate Schedule GS on May 18, 1992 (Grandfathered, as shown in Part 10), whether such gas is purchased from a third party supplier, pursuant to a firm GS-T Throughput Service Agreement by Northern under the following terms and conditions:

1. Shipper has executed a Firm GS-T Throughput Service Agreement ("GS-T Agreement") in the form contained in Northern's FERC Gas Tariff;
2. The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff;
3. Shippers under this GS-T Rate Schedule must utilize the GS-T firm entitlement at the designated TBS delivery point(s) as of May 18, 1992 or delivery points for that same community. The GS-T service must be fully utilized prior to any TI services for that GS-T Shipper or any party as agent for the GS-T Shipper. TF firm entitlement may be utilized prior to GS-T.
4. Shipper who has a GS-T Agreement shall also be eligible to purchase SMS, Northern's no-notice throughput service.
5. Shipper shall have the option to request firm throughput service (a) solely for the Market Area, (b) solely for the Field Area, or (c) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper.

B. Rates and Charges

Separately stated GS-T Market Area and GS-T Field Area rates, as shown in Part 4, Section 3 of this Tariff, shall apply in accordance with the GS-T Shipper's agreement(s) described in Subpart A. above.

In addition, the GS-T Shipper shall pay the daily delivery variance charge, overrun charges, out-of-balance charges, penalties, surcharges, and any other applicable charges as set forth in this Tariff.

C. Term of GS-T Agreement

GS-T Agreements entered into with GS Customers shall retain any unilateral rollover right (grandfathered rollover right) contained therein or contained in a GS Customer's existing TF agreements. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original GS-T agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall be subject to the Right of First Refusal process.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers, and other extensions.

D. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

4. RATE SCHEDULE TI - INTERRUPTIBLE THROUGHPUT SERVICE

A. Availability

This Rate Schedule is available for transportation of natural gas pursuant to an Interruptible Throughput Service by Northern Natural Gas Company ("Northern") under the following terms and conditions:

1. Shipper has executed an Interruptible Throughput Service Agreement ("TI Agreement") of the form contained in Northern's FERC Gas Tariff;
2. the throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff; and
3. the transportation of natural gas under the throughput service shall be on an interruptible basis.

B. Applicability and Character of Service

Subject to the provisions of Rate Schedule TI and the GENERAL TERMS AND CONDITIONS of this Tariff, service rendered under a TI Agreement shall be on an interruptible basis and for a transportation quantity up to the Maximum Daily Quantity ("MDQ"). MDQ is the volume of natural gas specified in the TI Agreement that may be transported on a daily basis from any valid Point(s) of Receipt to any valid Point(s) of Delivery on Northern's traditional systems, as applicable. Northern shall have the right to interrupt or curtail service under this Rate Schedule TI (1) if there is insufficient capacity, (2) if the available capacity is reduced as a result of a force majeure event as defined in Section 10, "Force Majeure" of the GENERAL TERMS AND CONDITIONS of this Tariff, in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the GENERAL TERMS AND CONDITIONS of this Tariff, or (3) or as a result of any operational consideration reasonably determined by Northern. Service by Northern hereunder is conditioned upon Northern's availability of capacity sufficient to provide the service hereunder without detriment or disadvantage to Northern's present and future firm customers and Shippers and shall be subject to the operating and system requirements of Northern as reasonably determined by Northern.

C. Offering of TI Service

To initiate service under this Rate Schedule TI, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

D. Term of TI Agreement

The TI Agreement must be executed by Shipper prior to commencement of service.

The term of service shall be set forth in the TI Agreement. If no service is rendered under a TI Agreement for a one (1) year period, such TI Agreement shall be terminated by Northern, unless otherwise mutually agreed.

E. Overrun

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

F. Rates And Charges

The monthly billing for TI Throughput Service(s) shall be the sum of:

1. Throughput Commodity Charge

The total units of TI volumes scheduled during the respective month multiplied by the Commodity Rate for each TI unit transported as shown in Part 4, Section 4 of this Tariff.

2. Overrun and Out-of-Balance Charges

a. Overrun Charge. For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported multiplied by the daily Overrun Rate shown in Part 4, Section 11.

b. Out-of Balance Charge. The monthly billing shall be the total units of Out-of-Balance Volumes transported to a delivery point(s) during the respective month multiplied by the Out-of-Balance Rate as shown in Part 4, Section 4 of this Tariff, as applicable.

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service under 1 and 2 above of this Rate Schedule shall be within the minimum and maximum levels shown in Part 4, Sections 4 and 11, respectively. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern will provide similar rates to similarly situated Shippers upon request.

3. Other rates and charges for service under this Rate Schedule shall include each of the following:

a. A.C.A. Charge

Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 36 of the GENERAL TERMS AND CONDITIONS of this Tariff for volumes transported for Shipper.

b. Fuel

This Subpart F.3.b., "Fuel," shall apply to all throughput.

In addition to the daily quantities delivered, prior to the beginning of each calendar month Shipper shall elect to either:

- i. provide the appropriate Fuel; or
- ii. purchase the appropriate Fuel from Northern.

The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and UAF Fuel percentages are set forth in Part 4, Section 10, and detailed by receipt-to-delivery MID path in Part 4, Section 10 of this Tariff.

A Shipper's Fuel and UAF is determined by multiplying the volumes at the receipt point by the applicable receipt-to-delivery MID path rate as shown in Part 4, Section 10.

Electric Compression

In addition, Shipper shall pay the applicable Market Area and Field Area Electric Compression commodity rate, as shown in Part 4, Section 10 of this Tariff, pursuant to Section 53B of the GENERAL TERMS AND CONDITIONS of this Tariff.

c. Daily Delivery Variance Charge (DDVC)

Shipper shall pay the applicable Daily Delivery Variance Charges pursuant to Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff.

d. Fees

Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

e. Other

Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff.

G. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

5. RATE SCHEDULE SMS – SYSTEM MANAGEMENT SERVICE

A. Availability

This Rate Schedule is available to any Shipper with an effective Firm Throughput Service Agreement as contained in Northern's FERC Gas Tariff. The Shipper must also have an effective System Management Service, Service Agreement (SMS Service Agreement) with Northern in the form included in this Tariff prior to the commencement of service under this Rate Schedule. All throughput related services and rates are applicable as provided in this Tariff.

B. Applicability and Character of Service

System Management Service (SMS) is a companion service to Firm Throughput Service. SMS is a delivery point service providing no-notice firm delivery above or below the Shipper's daily scheduled amount under its corresponding Firm Throughput Agreement up to the Shipper's SMS entitlement without incurring daily delivery variance charges. The SMS entitlement begins after the applicable tolerance levels set forth in Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff (Section 48). To the extent Northern authorizes firm Throughput Overrun, SMS will provide tolerance above or below the total scheduled quantity (firm entitlement plus authorized overrun). However, Northern shall have the right to call a System Overrun Limitation (SOL), a Critical Day or a System Underrun Limitation (SUL). The SOL or Critical Day may limit the ability of SMS entitlement to be utilized above the scheduled volume, including overrun, on any given day when such scheduled volume is in excess of firm entitlement.

SMS volumes are the daily volume variance between (1) the amount scheduled at the delivery point, plus or minus the tolerance, and (2) the amount actually taken at the delivery point unless Northern has called an SOL or Critical Day.

SMS is not available above MDQ if a Critical Day has been called. If an SOL has been called, SMS may not be available above the MDQ, unless SMS coverage above MDQ has been authorized. When Northern calls an SOL, Northern will also indicate the level of SMS service if any, authorized to be made available above MDQ. If SMS above the MDQ is offered, Northern will post on its website the percentage of SMS that may be utilized above MDQ, ranging from 0-100%. The website posting of available SMS service levels will be made concurrently with the SOL declaration. The 5% tolerance will not be available on volumes above the MDQ on SOL or Critical Days. The tolerance on volumes below the MDQ will be up to 4% not to exceed the MDQ on an SOL and up to 3% not to exceed MDQ on a Critical Day. If SMS coverage above MDQ has not been authorized, SMS coverage will not be available unless throughput overrun has been scheduled in which case SMS is available below the scheduled level.

If a SUL has been called, SMS is available below the throughput scheduled and SMS is available above the scheduled level. However, no five percent (5%) tolerance will apply below the Shipper's scheduled volume before the positive DDVC's apply. However, Small Customers tolerance and negative DDVC levels, as set forth in Section 48, apply at all times, even when an SUL, SOL or Critical Day is called. SMS volumes are charged the SMS commodity charge. SMS service allows the Shipper to exceed its firm entitlement, up to the SMS quantity, unless an SOL or Critical Day has been called. In addition to the SMS demand and commodity charges, all applicable throughput charges will also be assessed.

Also, see Section 48 of the GENERAL TERMS AND CONDITIONS of this Tariff, "Daily Delivery Variance Charges (DDVC)," which sets forth how SMS service operates in conjunction with DDVCs.

C. SMS Quantities

The Shipper may contract for any level of SMS (SMSQ) for an annual period up to a maximum of the entitlement level of the corresponding Firm Throughput Agreement. SMS must be designated for the zone or delivery points as stated in the corresponding Firm Throughput Agreement and, upon written request prior to gas flow, is eligible at an alternate point(s).

D. Rates and Charges

The rates and charges for service under this Rate Schedule shall include each of the following:

1. Reservation Charge

The reservation rate is set forth in Part 4, Section 5. The monthly charge is equal to the reservation rate multiplied by the SMS entitlement in effect for the respective month.

2. Commodity Charge

The commodity rate is set forth in Part 4, Section 5. The monthly charge is equal to the commodity rate multiplied by the sum of the daily volume variances. Daily volume variance is any difference between (a) the absolute value of the difference between the volume amount scheduled at the delivery point, and the volume amount actually taken at the delivery point for the day up to the amount of SMS contract quantity, and (b) the applicable tolerance levels set forth in Section 48.

E. SMS Agreements

The Shipper must execute an SMS Service Agreement which will be linked to a specific companion Firm Throughput Service Agreement. The SMS Service Agreement term must match the companion Firm Throughput Service Agreement term unless such agreement exceeds five (5) years.

F. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated herein by reference and made a part of this Rate Schedule.

6. RATE SCHEDULE FDD - FIRM DEFERRED DELIVERY SERVICE

A. Availability

This Rate Schedule is available to any Shipper, subject to availability of deferred delivery, or storage capacity, as determined by Northern, with an effective Firm Deferred Delivery Service Agreement FDD (Service Agreement) with Northern in the form included in this Tariff prior to commencement of service under this Rate Schedule.

Definition of Terms

1. Account Balance - is the inventory balance at any time held for the Shipper, not to exceed the Shipper's firm storage quantity.
2. Cycle Year - the annual period beginning June 1 and ending the following May 31.
3. Firm Storage Quantity (FSQ) - the maximum FDD Account Balance provided for in the Service Agreement. This number is the individual FDD Shipper's contractual share of the total 65.1 Bcf of annual cycle quantity available for FDD service under Subpart B.1. of this Rate Schedule.
4. Firm Daily Quantity (FDQ) - the Maximum Daily Injection quantity and the Maximum Daily Withdrawal quantity provided for in the Service Agreement for the Shipper. These numbers are the individual FDD Shipper's shares of the total aggregate FDQs during the Injection and Withdrawal Periods shown in Subpart B.2.a., b., c. and d. of this Rate Schedule.
5. Injection Period - the calendar months of June through October.
6. Withdrawal Period - the calendar months of November through May.

B. Applicability and Character of Service

Service under this Rate Schedule shall be firm up to Shipper's FSQ as specified in Shipper's FDD Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas quantities transported to or received from Northern on a deferred basis under Rate Schedules for Northern's Firm or Interruptible Throughput Services.

Northern shall annually evaluate its capability to provide service under this Rate Schedule and shall reflect any changes in the amount and length of service it may provide by filing such changes with the Commission. In such event, the shipper shall have the right to reestablish its FDD quantity related to such change.

A Shipper is permitted to combine multiple FDD Agreements into a single FDD Agreement to the extent that the individual Agreement's rates, terms and conditions can be distinctly maintained within Northern's contracting and billing systems. Shipper may also combine its FDD Service Agreement(s) with other FDD Shippers under an FDD Consolidation Agreement or FDQ Aggregation Agreement pursuant to Subpart B.7. or Subpart B.2.d. of this Rate Schedule, whichever is applicable. Furthermore, a Shipper is permitted to separate an FDD Agreement into multiple FDD Agreements once a year, while maintaining the rates, terms and conditions of the original agreement, including the right, for each FDD Agreement, to select among the types of service in accordance with Subpart B.2. below, provided the separation can be accommodated by Northern's contracting and billing systems.

1. Annual Cycle Quantity

Northern shall offer an annual cycle quantity for service under this Rate Schedule of 65.1 Bcf. Additionally, Northern may acquire third party storage service for availability of service under this Rate Schedule in accordance with Section 55 of the GENERAL TERMS AND CONDITIONS of this Tariff. If Northern has additional annual cycle quantity available, Northern will post such capacity on its website.

2. Types of Service

Service under this Rate Schedule shall be available under one of the following options. A Shipper with an FDD Service Agreement with a term of two (2) years or more may select from the available options on an annual cycle basis, provided, (1) Shipper shall not be allowed, unless mutually agreeable to both parties, to change between options within a Cycle Year, and (2) Shipper must maintain the same maximum FDD Account Balance and the same Maximum Daily Withdrawal quantity, unless otherwise agreed to by Northern.

- a. Gas-In-Place (GIP) Option
- b. 4-Step Withdrawal Option
- c. 3-Step Withdrawal Option
- d. EG Option

To the extent monthly and daily capacity remains available after Northern has satisfied requests for service under the four options, Northern may, from time to time, offer service under this Rate Schedule on a partial-cycle basis. Northern will offer such service by posting a notice on its Internet website requesting bids for partial-cycle FDD Service. Northern will provide such service on a not unduly discriminatory basis and only if such service does not adversely affect Northern's obligation to existing Shippers receiving FDD service.

Options

All quantities for GIP, 3-Step, 4-Step and EG storage options, as described below, are provided in Dth.

Under the GIP, 3-Step and 4-Step storage options that follow, Shipper is entitled to a minimum of the injection and withdrawal parameters as a pro rata share of the total FDD annual cycle quantity referenced in Subpart B.1. above, based on the Shipper's total FSQ and the storage option election. Account Balance quantities that are less than or greater than the Account Balance parameters contained in Shipper's Service Agreement shall be subject to the authorized overrun charge as fully described in Subpart C.1. below. In the event that the Shipper has multiple FDD Service Agreements, Northern will net the Shipper's FDD account balances prior to determining the authorized overrun charge, provided that the Shipper has selected the same service type for each of the FDD Service Agreements. Should Shipper nominate injection or withdrawal quantities which would preclude Shipper's ability to meet subsequent periodic Account Balance parameters or subsequent Injection Period or Withdrawal Period quantities, Northern shall have the right to refuse to schedule such quantities.

a. Gas-In-Place Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period	Withdrawal Period
Total of all Shippers' Account Balances may not be greater than 43,291,500 on August 31.*	Total of all Shippers' Account Balances may not be less than 9,374,400 on January 31.*
	Total of all Shippers' Account Balances may not be greater than 34,893,600 on March 1.*

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
40% or less of FSQ	443,864* + 900 per 100,000 of GIP in excess of 0	287,417*	75.0% or more of FSQ	1,129,127*	261,550*
40.0% or more but less than 80% of FSQ	677,475* +150 per 100,000 of GIP in excess of 26,008,851*	359,272*	Less than 75% but more than 25% of FSQ	950,025* +550 per 100,000 of GIP in excess of 16,275,000*	261,550*
80% or more of FSQ	716,412*	431,126*	25% or less of FSQ	350,419* +3,670 per 100,000 of GIP in excess of 0	261,550*
			April	350,419*	130,775*
			May	Overrun (Interruptible)	Overrun (Interruptible)

b. 4-Step Withdrawal Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period	Withdrawal Period
Total of all Shippers' Account Balances may not be greater than 43,291,500 on August 31.*	Total of all Shippers' Account Balances may not be less than 26,040,000 on January 31.*
	Total of all Shippers' Account Balances may not be greater than 16,275,000 on March 1.*

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	513,948*	287,417*	November	1,129,127*	261,550*
July	607,393*	287,417*	December	1,129,127*	261,550*
August	677,475*	359,272*	January	1,129,127*	261,550*
September	716,412*	431,126*	February	872,153*	261,550*
October	716,412*	431,126*	March	591,818*	261,550*
			April	350,419*	130,775*
			May	Overrun (Interruptible)	Overrun (Interruptible)

c. 3-Step Withdrawal Option

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total FDD annual cycle quantity offered.

Injection Period	Withdrawal Period
Total of all Shippers' Account Balances may not be greater than 43,291,500 on August 31.*	Total of all Shippers' Account Balances may not be less than 26,040,000 on January 31.*
	Total of all Shippers' Account Balances may not be greater than 16,275,000 on March 1.*

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	513,948*	287,417*	November	1,129,127*	261,550*
July	607,393*	287,417*	December	1,129,127*	261,550*
August	677,475*	359,272*	January	1,129,127*	261,550*
September	716,412*	431,126*	February 1-14	1,129,127*	261,550*
October	716,412*	431,126*	February 15-28	591,818*	261,550*
			March	591,818*	261,550*
			April	350,419*	130,775*
			May	Overrun (Interruptible)	Overrun (Interruptible)

d. EG Option

The EG option is available for up to 10 Bcf of the annual cycle quantity referenced in Subpart B.1. of this Rate Schedule. Any EG option service available will be posted on Northern's website for the start of the upcoming Cycle Year. A Shipper is entitled to a minimum of the injection and withdrawal parameters that results from a pro rata share of the 10 Bcf total service quantity parameters shown below for the EG option based on its FSQ for service under the EG option.

Northern will have an annual right to reestablish parameters for EG option service if the parameters are operationally unacceptable by Northern. Northern will work with EG option shippers and if Northern and shippers are unable to reestablish acceptable parameters, in Northern's sole discretion, the EG option service will revert to the other FDD service option parameters at the start of the next Cycle Year. If Northern determines that it will discontinue the EG option service, a notice will be provided to shippers by February 1 and the EG option will be discontinued June 1 of the same year.

Should Shipper nominate injection or withdrawal quantities which violate Shipper's monthly Maximum and Minimum Inventory Limits, Northern will not schedule such quantities.

Shipper must comply with its required Maximum and Minimum Inventory Limits as specified in the Account Balance parameters below and also on the Shipper's FDD Service Agreement. Any Account Balance quantities from the beginning of the Gas Day August 1 and the beginning of the Gas Day October 1, that are greater than the required Account Balance parameters set forth in the Shipper's FDD Service Agreement will be charged the applicable withdrawal fee and will become a positive imbalance for the ending production month under the throughput service agreement that is selected by the Shipper. Any Account Balance quantities from the beginning of the Gas Day January 1 and the beginning of the Gas Day February 1, that are less than the required Account Balance parameters set forth in the Shipper's FDD Service Agreement will be charged the applicable injection fee and become a negative imbalance for the ending production month under the throughput service agreement selected by the Shipper. This will ensure the minimum and maximum inventory requirements are reestablished at the specified monthly transition dates.

i. Authorized Overrun

Should Shipper, or its Designee, desire to nominate quantities for firm storage in excess of its current FDQ or the aggregated FDQ under an FDQ Aggregation Agreement as described below. Such quantities shall be scheduled pursuant to the terms and conditions of Rate Schedule IDD if capacity is available, and will be subject to the authorized overrun charge. Northern shall have the right to interrupt all or part of the excess quantity. Northern shall notify Shipper, or its Designee, of such interruption.

ii. FDQ Aggregation Agreement

An FDQ Aggregation Agreement allows Shippers to combine the FDQs of multiple FDD Service Agreements under either the 3-Step or 4-Step options with an EG option for nominations and scheduling purposes. The FDQ Aggregation Agreement will consist of two FDD Service Agreements: one EG option and either one 3-Step or 4-Step option, both of which will be administered by an agent/operator. For purposes of this Subpart B.2.d.ii., an agent/operator could be an aggregating Shipper. If Shipper desires to include more than one FDD Service Agreement under the same service option (3-Step, 4-Step or EG) the FDD Service Agreements must first be consolidated under an FDD Consolidation Agreement pursuant to Subpart B.7. of this Rate Schedule. An individual FDD Service Agreement or an existing consolidated FDD Service Agreement created under Subpart B.7. can be included in an FDQ Aggregation Agreement. The rights and obligations under the FDD Service Agreements included in the FDQ Aggregation Agreement will be the same as the collective rights of the individual FDD Service Agreements. The aggregated FDQ rights in the FDQ Aggregation Agreement may be nominated in total or in part under either the individual or consolidated FDD Service Agreements. Storage inventory balances will be tracked at a contract level based on the individual or consolidated FDD Service Agreement used for nominations. This aggregation arrangement will not affect Northern's ability to provide firm service to the aggregating Shippers or other firm Shippers.

A portion of the EG service can be combined with either a market-based rate FDD Service Agreement or non-market-based rate FDD Service Agreement at Shipper's election.

All rates and charges, including market-based rates, as applicable, will be billed based on the applicable individual or consolidated FDD Service Agreement used for nominations. Authorized overrun charges are applicable to nominated quantities for firm storage in excess of the aggregated FDQ. Such quantities shall be scheduled pursuant to the terms and conditions of Rate Schedule IDD if capacity is available. Northern shall have the right to interrupt all or part of the excess quantity. Northern shall notify Shipper, or its Designee, of such interruption. During the month of May, authorized overrun charges are applicable to aggregated FDQ quantities nominated as firm storage on a 3-Step or 4-Step FDD Service Agreement. Such quantities shall be scheduled pursuant to the terms and conditions of this Rate Schedule FDD.

Shipper or Shipper's agent/operator shall have executed an FDQ Aggregation Agreement with Northern in the form contained in this Tariff.

Shipper agrees that the agent/operator will nominate under the individual or consolidated FDD Service Agreement(s), and neither Shipper nor agent will nominate under the FDQ Aggregation Agreement.

A Shipper or agent/operator initiating participation in an FDQ Aggregation Agreement must provide written notice to Northern prior to the beginning of the month the agreement is proposed to be effective. The agreement becomes valid on the date set forth in the agreement and upon execution by the parties.

A Shipper or agent/operator terminating participation in an FDQ Aggregation Agreement must provide written notice to Northern to withdraw from the agreement (Notice to Terminate) and the related FDD Consolidation Agreement arrangements, if applicable. Such withdrawal must be prospective and will be effective on the date provided in the Notice to Terminate. If the terminating party is the Shipper under an individual FDD Service Agreement, the Notice to Terminate must represent that the agent/operator has consented to the termination.

Shipper and agent/operator agree that agent is the sole nominator and sole agent under Shipper's individual or consolidated FDD Service Agreement(s) under the FDQ Aggregation Agreement.

By participating in this aggregation arrangement, a Shipper with an individual FDD Service Agreement recognizes that during that participation it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement, the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.

Nothing herein relieves Shipper of its obligation under the respective FDD Service Agreement including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreement. In the event the agent fails to pay the invoice, the Shipper will be given ten (10) calendar days from the date Northern notifies the Shipper to pay the invoice, subject to Section 8, Billing and Payment, of the GENERAL TERMS AND CONDITIONS of this Tariff.

Account Balance Parameters:

* Each Shipper's minimum and maximum quantities are determined based on each Shipper's respective FSQ as a percent of the total 10 Bcf FDD annual cycle quantity offered.

Injection Period	Withdrawal Period
Maximum Inventory Limit	Minimum Inventory Limit
Total of all Shippers' Account Balances will not be greater than 7,500,000 August 1 through September 30.*	Total of all Shippers' Account Balances will not be less than 4,000,000 January 1 through January 31.*
Total of all Shippers' Account Balances will not be greater than 7,000,000 October 1 through November 30.*	Total of all Shippers' Account Balances will not be less than 3,000,000 February 1 through April 30.*

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	110,048*	173,445*			
July	110,048*	173,445*			
August	110,048*	173,445*	November	173,445*	50,000*
September	110,048*	173,445*	December	173,445*	110,048*
October	110,048*	173,445*	January	173,445*	110,048*
			February		110,048*
			30% or more but less than 40% of FSQ	121,971*	
			40% or more of FSQ	133,971*	
			March		110,048*
			30% or more but less than 40% of FSQ	78,909*	
			40% or more but less than 50% of FSQ	90,909*	
			50% or more but less than 75% of FSQ	120,909*	
			75% or more of FSQ	150,909*	
			April		110,048*
			30% or more but less than 40% of FSQ	71,828*	
			40% or more but less than 50% of FSQ	83,828*	
			50% or more but less than 75% of FSQ	113,828*	
			75% or more of FSQ	143,828*	
			May		110,048*
			Up to 25% of FSQ	30,000*	
			25% or more but less than 50% of FSQ	60,000*	
			50% or more but less than 75% of FSQ	90,000*	
			75% or more of FSQ	120,000*	

3. Capacity Release

An FDD Shipper may utilize Northern's capacity release mechanism to permanently or temporarily release all or a portion of its FDD capacity for any or all of the periods for the remaining term of the FDD Service Agreement, pursuant to the applicable terms of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff. If only FDD capacity is to be released, then the release can be only on the same period basis. If the Releasing Shipper wishes to release both FDD capacity and the related storage gas, the Replacement Shipper must take both the FDD capacity and the related storage gas. The gas held in the Releasing Shipper's storage account cannot exceed the available FDD capacity after the release. Further, in no way shall releases or recalls and reputs of FDD capacity result in the related gas in the storage account being stranded from the related FDD capacity. If the Releasing Shipper recalls/reputs its FDD capacity, the related storage gas must be proportionally recalled/reput unless otherwise agreed upon by Northern. If any storage gas balance remains in the storage account at the time the capacity release terminates, the storage gas shall be returned to the Releasing Shipper. The release may be effectuated at any time during the periods, subject to the released FDD capacity continuing to be used according to the terms for the assigned FDD capacity. Further, Northern will work with the parties to assure that gas is not stranded in a Shipper's storage account. Northern shall not be liable for the related gas held in the Replacement Shipper's storage account.

4. Injection Period

Shipper shall be entitled to nominate a quantity of natural gas for injection up to its FDQ at an available designated storage point during the Injection Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Shipper shall deliver to Northern quantities scheduled for FDD service. However, Northern may refuse to schedule any nomination which would cause the Shipper's FDD Account Balance to exceed its FDD quantities as specified in the FDD Service Agreement.

Shipper shall specify any of the designated storage points listed on Northern's website as its injection and withdrawal storage point.

Quantities received by Northern from Shipper shall be considered transported by Northern, pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement, to the storage point and held in an account for Shipper.

5. Withdrawal Period

Shipper shall be entitled to nominate a quantity of natural gas for withdrawal up to its FDQ at an available designated storage point during the Withdrawal Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Northern shall make available at the storage point the quantity of natural gas scheduled for FDD service. Shipper's total withdrawals at any storage point may not exceed its total injections at such storage point. Shipper shall specify in its nomination under a Firm or Interruptible Throughput Service Agreement the storage point as the receipt point for such delivery. Deliveries to and receipts from Shipper's account under this Rate Schedule shall not be subject to interruption except as provided herein.

6. Account Balance Transfer

To the extent allowed by the parameters of Shipper's FDD account(s), Shipper may, upon advising Northern, transfer its Account Balances (1) among different Shippers' FDD accounts, and/or, (2) between its own FDD accounts with no additional injection or withdrawal fees, and no transportation fees provided that the Shipper's accounts are held at the same storage

point. Provided Northern is not allocating due to capacity constraint(s), transfer of Account Balances between storage points, either on one account or among multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees. A transportation constraint in the Market Area will have no impact on the ability of Shippers to transfer Account Balances in the Field Area. A transportation constraint in the Field Area will have no impact on the ability of Shippers to transfer Account Balances in the Market Area. However, account balance transfers between accounts are limited to Account Balances where the Shippers have selected the same service type as provided in Subpart B.2. of this Rate Schedule, i.e., GIP, 3-Step, 4-Step or EG. Further, the Account Balance transfer shall not be allowed to create a negative Account Balance for any party involved in the transaction.

7. FDD Consolidation Agreement for Same Storage Options

One or more Shippers may consolidate FDD Service Agreements into a single consolidated FDD Service Agreement administered by an agent/operator for purposes of nomination, scheduling, balancing and invoicing. For purposes of this Subpart B.7., an agent/operator could be a consolidating Shipper. The rights and obligations under the consolidated FDD Service Agreement will be the same as the collective rights of the individual FDD Service Agreements. FDD consolidation will not affect Northern's ability to provide firm service to the consolidating Shippers or other firm Shippers.

Each consolidated FDD Service Agreement must have the same options pursuant to Subpart B.2. of this Rate Schedule.

Market-based-rate FDD Service Agreements may be consolidated with non-market-based rate FDD Service Agreements, provided all of the underlying FDD Service Agreements and the consolidated FDD Service Agreement have the same options pursuant to Subpart B.2. of this Rate Schedule, as well as equivalent commodity rate components. In order to properly charge for market-based storage services, reservation and capacity charges under the consolidated FDD Service Agreement will be based on each Shipper's respective Tariff and market-based Service Agreements. Further, Northern will pro-rate commodity revenues based on each Shipper's respective Tariff and market-based FSQs.

Shipper and Shipper's agent/operator shall have executed an FDD Consolidation Agreement with Northern in the form contained in this Tariff. The form of service agreement used to facilitate the FDD Consolidation Agreement will be the Firm Deferred Delivery Service Agreement under Part 9, Section 5. The rates and terms and conditions of service shall be set forth in an Amendment.

Shipper agrees that the agent/operator will nominate under the consolidated FDD Agreement, and neither Shipper nor agent will nominate under Shipper's individual FDD Service Agreement.

Shipper's FDD Service Agreement shall maintain an inactive status during the time period each Shipper is a party to a Consolidation Agreement. A Shipper initiating participation in an FDD Consolidation Agreement must provide written notice to Northern prior to the beginning of the month the agreement is proposed to be effective. The agreement becomes valid on the date set forth in the agreement and upon execution by the parties.

A Shipper terminating participation in an FDD Consolidation Agreement must provide written notice to Northern to withdraw from the agreement (Notice to Terminate). Such withdrawal must be prospective and will be effective on the date provided in the Notice to Terminate. The Notice to Terminate must represent that the agent has consented and the distribution of all account balance information for the Shipper withdrawing from the consolidation agreement,

including the volumes, the storage points associated with the volumes and the transportation used to inject the volumes into the storage account.

Shipper and agent/operator agree that agent is the sole nominator and sole agent under Shipper's FDD Service Agreement and the Consolidation Agreement.

By participating in this arrangement, Shipper recognizes that during that participation it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement(s), the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.

Nothing herein relieves Shipper of its obligation under the respective FDD Service Agreements including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreements. In the event the agent fails to pay the invoice, the Shipper will be given ten (10) calendar days from the date Northern notifies the Shipper to pay the invoice, subject to Section 8, Billing and Payment, of the GENERAL TERMS AND CONDITIONS of this Tariff. Each Shipper's balancing obligations will be determined on a pro rata basis. Unless otherwise agreed by the parties, obligation for all costs shall be distributed between the Shippers on a pro rata basis based on the original Firm Storage Quantities (FSQs).

C. Firm Storage Quantity (FSQ)

The FSQ shall be the maximum (or minimum) quantity of natural gas specified in Shipper's Service Agreement that Northern is obligated to accept for service on a firm basis. Shipper shall not be permitted to exceed the totals established in its Service Agreement for any period or for any day except as permitted in this Subpart C.

Shipper's FSQ shall be specified as the maximum FDD Account Balance quantity. Periodic maximum and minimum Account Balance parameters and daily maximum quantities based on the Shipper's Injection and Withdrawal Periods shall be set forth in Appendix A to Shipper's Service Agreement.

Unless otherwise agreed, Shipper is required to comply with its periodic Account Balance parameters. For the GIP, 3-Step and 4-Step storage options, if operationally feasible, Northern may agree to retain for a subsequent period any quantities remaining in the FDD account after the Withdrawal Period. Such volumes will be considered Rollover volumes. Such volumes shall be subject to the Annual Rollover Charge and will be included in the subsequent period's total contract quantity. For the EG option, any quantities remaining in a Shipper's storage account will automatically rollover at no additional charge. The rollover quantity under any storage option cannot exceed the next Cycle Year's FSQ.

If the FDD Service Agreement is not renewed or there are Rollover volumes in excess of the next Cycle Year's FSQ, these Rollover volumes must be withdrawn in accordance with the provisions of Part 7, Section 8.E.2. and 8.E.3. of Rate Schedule IDD.

For GIP, 3-Step and 4-Step storage options, in the event that it is not operationally feasible for Northern to retain any (1) quantities in excess of Shipper's periodic Account Balance parameters, or (2) Rollover volumes to a subsequent Injection Period, such volumes must be withdrawn upon at least 15 days notification from Northern and will be subject to the provisions of Part 7, Section 8.E.3. of Rate Schedule IDD. In the event that the volumes become subject to Part 7, Section 8.E.3. of Rate Schedule IDD, the Annual Rollover Charge shall not be applicable.

1. Authorized Overrun

Should Shipper, or its Designee, desire to nominate quantities for firm storage in excess of its current FDQ. Such quantities shall be scheduled pursuant to the terms and conditions of Rate Schedule IDD if capacity is available, and will be subject to the authorized overrun charge. Northern shall have the right to interrupt all or part of the excess quantity. Northern shall notify Shipper, or its Designee, of such interruption.

For GIP, 3-Step and 4-Step storage options, the Account Balance quantities that are less than the January 31 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. Account Balance quantities that are greater than the August 31 and March 1 Account Balance parameters set forth in the Shipper's Service Agreement are subject to the authorized overrun charge. However, as provided in Subpart B.2. of this Rate Schedule, in the event that the Shipper has multiple FDD Service Agreements, Northern will net the Shipper's FDD account balances prior to determining the authorized overrun charge, provided that the Shipper has selected the same service type for each of the FDD Service Agreements. For the EG option, overrun charges are set forth in Subpart B.2.d.i. above.

2. Authorized Reductions

In the event that Northern has allocated storage injections during the Withdrawal Period, FDD Shippers shall be allowed to reduce scheduled firm withdrawal quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Injection FDQ during the Withdrawal Period. In the event that the difference between the total firm withdrawal quantity nominated during the last nomination cycle compared to the total firm withdrawal quantity scheduled as the FDD Shipper's daily firm withdrawal rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Injection FDQ, Northern shall allocate the firm reductions pro-rata.

In the event that Northern has allocated storage withdrawals during the Injection Period, FDD Shippers shall be allowed to reduce scheduled firm injection quantities during the last nomination cycle of the Gas Day by an amount up to a quantity equal to the aggregate Daily Maximum Withdrawal FDQ during the Injection Period. In the event that the difference between the total firm injection quantity nominated during the last nomination cycle compared to the total firm injection quantity scheduled as the FDD Shipper's daily firm injection rights during the previous cycle is greater than the quantity equal to the aggregate Daily Maximum Withdrawal FDQ, Northern shall allocate the firm reductions pro-rata.

D. Interruption of Service

Firm service under this Rate Schedule shall have the highest scheduling priority of Northern's storage services. In addition, service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement(s). Any limitations imposed by such Throughput Service Agreements shall have precedence over Shipper's rights to service herein.

In the event that Northern is required to allocate capacity on its system, service under this Rate Schedule may be constrained by the allocation of capacity to the applicable Throughput Service Agreement.

E. Offering of Service

Available FDD capacity will be posted on Northern's Internet website. Northern shall accept requests for service under this Rate Schedule for FDD quantities available. Such requests must

contain information required to initiate service as defined in Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff. Priority for service shall be based on the price and term offered by the Shipper. For the purposes of allocating capacity, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate. Northern, upon receiving such requests including all information required to initiate service, shall notify Shipper of the quantity of FDD capacity available and any inability to provide the service requested. Any allocations required as a result of receiving matching offers will be on a pro rata basis.

F. Rates and Charges

The rates and charges for service under this Rate Schedule shall include each of the following:

1. Reservation Charge

The reservation charge is set forth in Part 4, Section 6 of this Tariff. The reservation charge is billed monthly for 12 months. The monthly bill is equal to the reservation charge multiplied by the Shipper's highest FDQ during the Withdrawal Period.

2. Capacity Charge

The capacity charge is set forth in Part 4, Section 6 of this Tariff. The capacity charge is billed each month during the Injection Period. The monthly bill is equal to the capacity charge multiplied by the FSQ divided by 5. The capacity charge is billed each month of the Injection Period.

3. Injection Charge

The injection charge per Dth is set forth in Part 4, Section 6 of this Tariff. Such charge shall apply to all quantities received by Northern for Shipper's FDD account during the Injection Period, and is billed each month during the Injection Period. The injection charge in the Withdrawal Period shall equal the authorized overrun charge except for the EG option which will incur the Injection Charge.

4. Withdrawal Charge

The withdrawal charge per Dth is set forth in Part 4, Section 6 of this Tariff. Such charge shall apply to all quantities withdrawn from Shipper's FDD account during the Withdrawal Period, and is billed each month during the Withdrawal Period. The withdrawal charge in the Injection Period shall equal the authorized overrun charge except for the EG option which will incur the Withdrawal Charge.

5. Fuel

The FDD Storage Fuel rate is set forth in Part 4, Section 10 of this Tariff. Such rate shall apply to all quantities received by Northern for Shipper's FDD account during the Injection Period.

6. Annual Rollover Charge

The annual rollover charge per Dth is set forth in Part 4, Section 6 of this Tariff. Such charge shall apply to the balance held in Shipper's FDD account as of the end of the Withdrawal Period. This charge is not applicable to the EG option.

7. Authorized Overrun Charge

The authorized overrun charge is equal to the IDD Monthly Inventory Charge as set forth in Part 4, Section 6 of this Tariff. The authorized overrun charge shall be assessed to quantities scheduled above the Shipper's FDQ and to quantities less than or greater than the periodic Account Balance parameters in Shipper's Service Agreement, as provided in Subpart C.1. and Subpart B.2.d.i. of this Rate Schedule.

8. Flexibility

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service herein shall be flexible within the minimum and maximum levels shown in Part 4, Section 6 of this Tariff. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. Northern shall have the right to charge the maximum rate at any time as a condition of new service or continuation of service beyond the termination date set forth in Shipper's Service Agreement. Northern shall make all filings required by FERC regulation with respect to the rate(s).

9. URR Percentage

The FDD URR percentage is set forth in Part 4, Section 10. Such charge shall apply to all FDD injection quantities received by Northern during the Injection Period.

Billing for FDD service will commence in accordance with Subpart F of this Rate Schedule.

Northern may file with and seek Commission approval under Section 4 of the Natural Gas Act to change any rates or charges set forth in this Rate Schedule from time to time, whenever in Northern's judgment such change is necessary to assure just and reasonable rates. Northern shall notify Shipper of such filing in accordance with Section 4(d) of the Natural Gas Act. Northern may collect such change in rates in accordance with Section 4(e) of the Natural Gas Act.

G. Transportation Service Associated with Storage Service

Deliveries and redeliveries of the FDD quantities shall be subject to the rates, terms and conditions of the upstream or downstream Firm or Interruptible Throughput Service Agreement.

A transportation rate, Fuel and UAF is charged both into and out of a Field Area storage point. Notwithstanding the above, to the extent a volume in the Market Area or Field Area is transported between a transportation point and its associated storage point, no transportation commodity rate, Fuel or UAF charges shall be assessed. A transportation commodity rate, Fuel and UAF is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation commodity, Fuel or UAF charges. If the redelivery is to a Field Area point, the applicable Field Area mileage/MID transportation commodity rate, Fuel and UAF is charged. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation commodity rate, Fuel and UAF will be assessed.

In addition, there will be no transportation commodity rate, Fuel or UAF charges for transported:

- (1) From a Market Area storage point to MID 17 pooling point.
- (2) From a Market Area Receipt Point to the MID 17 deferred delivery point (POI 71459).

(3) Between the Ventura point (POI 192) and Ventura deferred delivery point (POI 71460).

(4) From a Field Area storage point to a Field Area pooling point in the same MID.

(5) From a Field Area Receipt Point to a Field Area MID storage point in the same MID.

When the Ogden storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event Shipper has used interruptible service into the FDD account, Shipper may utilize released capacity, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the FDD account.

H. Term of Service Agreement

FDD Agreements entered into prior to implementation of Order No. 636, shall retain any unilateral rollover right (grandfathered rollover right) contained therein. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original FDD agreement, or a rollover at less than maximum rates, then the FSQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the FSQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall not be subject to the Right of First Refusal process. If a Shipper under an agreement containing a grandfathered rollover right provides notice of termination pursuant to the agreement, it must notify Northern at the same time of its wishes to have the capacity posted for bids in the Right of First Refusal process. If Shipper does not so notify Northern, the FSQ shall not be subject to the Right of First Refusal process.

FDD Service Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and FDD Service Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in Section 52 of the GENERAL TERMS AND CONDITIONS of this Tariff. Northern and Shipper may mutually agree to include ROFR rights in other FDD Agreements on a not unduly discriminatory basis.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

Northern and Shipper may agree to reduction rights. If Northern and Shipper are unable to agree, Shipper shall be entitled to the following reduction rights, subject to the conditions set forth in Subpart 3. below:

1. Conversion from LDC Sales Service to Transportation. If a firm customer receiving jurisdictional sales service from a Local Distribution Company (LDC) Shipper, served by use of the LDC Shipper's firm deferred delivery service from Northern, converts to transportation service from the LDC and arranges through an upstream supplier for incremental firm deferred delivery service with Northern in lieu of capacity release of the LDC Shipper's firm deferred delivery service, Northern agrees to reduce the LDC Shipper's firm deferred delivery FSQ for a period up to the term of the new firm service agreement. The amount reduced may be no greater than the level of incremental firm deferred delivery service purchased by the upstream supplier from Northern to serve the end use customer of the LDC.

2. LDC Bypass. If a firm end use customer located behind an LDC's system and served by use of an LDC Shipper's firm deferred delivery service on Northern bypasses the LDC and incremental firm deferred delivery service is purchased from Northern for such market, Northern agrees to reduce the LDC Shipper's firm deferred delivery FSQ for a period up to the term of the new firm deferred delivery service agreement. The amount reduced may be no greater than the level of incremental firm deferred delivery service contracted with Northern to serve the firm end use customer of the LDC Shipper after the bypass.
3. The reduction rights in 1. and 2. above are subject to the following:
 - a. Capacity release volumes and interruptible service shall not be considered incremental firm service.
 - b. Northern must be kept revenue neutral except to the extent Northern discounts the incremental entitlement. In determining whether Northern remains revenue neutral, Northern shall consider, in addition to any other relevant factors, any agreements for reimbursement of the cost of construction of facilities, either through the rate or through a CIAC.
 - c. To the extent that the firm end use customer was not exclusively served by Northern, Northern will provide reduction rights on a pro rata basis to Northern's portion of all the customer's firm requirements if the LDC Shipper receives commensurate relief from all other pipelines.
 - d. The firm end use customer has ceased to pay or is expected to cease to pay the LDC Shipper for the firm deferred delivery entitlement used by the LDC to serve the firm end use customer and the LDC submits to Northern a request for reduction.
 - e. LDC Shipper's request for reduction shall state the requested effective date. LDC Shipper's request shall be accompanied by an affidavit from LDC Shipper setting forth the information supporting Shipper's request and such supporting documents as will allow Northern to evaluate the request and verify that LDC Shipper is eligible for a reduction under this Subpart H. Such information shall include the firm entitlement level associated with service to the firm end use customer.
 - f. The effective date of the reduction shall be prospective and shall be the later of:
 - i. the first day of the month following the date of the LDC Shipper's request,
 - ii. the date the firm end use customer ceased paying the LDC for the firm entitlement, or
 - iii. the effective date of the incremental firm service purchased from Northern.

I. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby made part of this Rate Schedule. In the event that there is any conflict between the GENERAL TERMS AND CONDITIONS of this Tariff and this Rate Schedule, this Rate Schedule shall have precedence.

7. RATE SCHEDULE PDD - PREFERRED DEFERRED DELIVERY SERVICE

A. Availability

This Rate Schedule is available to any Shipper for Preferred Interruptible Deferred Delivery Service (PDD) on a not unduly-discriminatory basis: (1) subject to Northern's availability to provide the service; and (2) provided the service requested sets forth the specific receipt and delivery terms and months in an Appendix A to the PDD Service Agreement; (3) at the sole discretion of Northern when Shipper and Northern have executed a PDD Service Agreement in the form contained in Northern's FERC Gas Tariff.

Northern shall not be required to provide service under this Rate Schedule that would require Northern to construct or acquire any new facilities or would prevent Northern from providing any other firm service.

B. Applicability and Character of Service

Service under this Rate Schedule shall be provided on an interruptible basis as follows:

PDD is a preferred interruptible service which provides for: (1) the agreement by Shipper and Northern of the specified months of service and specific receipt and delivery terms specified in an Appendix A; (2) the receipt or delivery by Northern of gas quantities that have been delivered by Shipper to the deferred delivery point(s) designated in an Appendix A of an executed PDD Service Agreement between Shipper and Northern; (3) Northern holding or being owed the deferred gas quantities at such deferred delivery point(s); and (4) the return of the gas quantities to Northern or the Shipper at mutually agreed upon deferred delivery point(s) subject to Subpart F. of this Rate Schedule. Northern shall defer quantities of gas for the Shipper up to the maximum total quantity as specified in the Appendix of an executed PDD Service Agreement.

Service under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term as established by the mutual agreement of Shipper and Northern. The terms of each PDD Service Agreement Appendix shall be attached to the executed PDD Service Agreement between Shipper and Northern.

In the event that a PDD transaction is terminated prior to its expiration or the contract total quantity is reduced thereunder, Northern may, on a not unduly discriminatory basis, agree with the Shipper on a termination fee. The termination fee shall take into account the remaining value of the transaction's service parameters.

Service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement with Northern. Any limitations imposed by such Throughput Service Agreement shall have precedence over Shipper's rights to service herein.

To the extent allowed by the PDD transaction terms of the Shippers' PDD accounts, Shippers may, upon advising Northern, transfer its account balances (1) among different Shippers' PDD Accounts, and/or, (2) between its own PDD accounts with no additional injection or withdrawal fees, and no transportation fees provided that the Shippers' accounts are held at the same storage point. Transfer of account balances between storage points, either on one account or between multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees.

C. Contract Total Quantity

The Contract Total Quantity (CTQ) shall be the maximum total volume of natural gas, specified in the Shippers' PDD Service Agreement Appendices, that Northern may accept for service under this Rate Schedule for injection or withdrawal to the Shipper's account. Shipper shall not be permitted to exceed the CTQ. Shipper is to perform within the daily, monthly and inventory parameters as outlined in Appendix A of the PDD Service Agreement.

D. Rates and Charges

The maximum and minimum rates for service under this Rate Schedule are listed in Part 4, Section 6 of this Tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless a lower rate has been agreed to as set forth in Appendix A.

The rates and charges for service under this Rate Schedule shall include each of the following:

1. Capacity Fee

The Capacity Fee set forth in Part 4, Section 6 shall be multiplied by the applicable CTQ. The Capacity Fee will be credited or refunded in proportion to the amount of service that Northern is unable to provide the PDD Shipper.

2. Injection Charge

The Injection Charge per Dth set forth in Part 4, Section 6 shall apply to all quantities received for Shipper's account.

3. Withdrawal Charge

The Withdrawal Charge per Dth set forth in Part 4, Section 6 shall apply to all quantities delivered to Shipper.

4. Monthly Inventory Charge

The Monthly Inventory Charge per Dth is set forth in Part 4, Section 6 and shall apply to the absolute value of the inventory balances in the Shipper's PDD account for the month.

5. Annual Rollover Charge

The annual rollover charge per Dth is set forth in Part 4, Section 6 of this Tariff. Such charge shall apply to the balance held in Shipper's PDD Account as of March 31st unless otherwise contractually authorized. Revenues received from the annual rollover charge shall be credited in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

6. In no event will Northern charge a PDD Shipper more than that which it would have charged an FDD Shipper using the same injection and withdrawal parameters over an FDD cycle year.

Discounted Rates: Northern may from time to time at its sole discretion charge any individual Shipper under this Rate Schedule a PDD rate which is lower than the maximum rate set forth in the currently effective rate section, provided, however, that such rate charged may not be less than the minimum rate set forth in the currently effective Tariff rate section for Rate Schedule PDD.

Negotiated Rates: Northern and Shipper may mutually agree to rates for services that may be above the maximum rates or below the minimum in the currently effective Rate Section for Rate Schedule PDD. Such rates shall be subject to Northern's negotiated rate authority granted by FERC.

E. Transportation Service Associated with Deferred Delivery Service

PDD quantities must be delivered to or redelivered from a deferred delivery point pursuant to a Throughput Service Agreement. Deliveries and redeliveries of the PDD quantities shall be subject to the rates, terms and conditions of the applicable Throughput Service Agreement including transportation entitlements and capacity allocations.

A transportation rate, Fuel and UAF is charged both into and out of a Field Area storage point. Notwithstanding the above, to the extent a volume in the Market Area or Field Area is transported between a transportation point and its associated storage point, no transportation commodity rate, Fuel or UAF charges shall be assessed. A transportation commodity rate, Fuel UAF is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation commodity, Fuel and UAF charges. If the redelivery is to a Field Area point, the applicable Field Area mileage/MID transportation commodity rate, Fuel and UAF is charged. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation commodity rate, Fuel and UAF will be assessed.

In addition, there will be no transportation commodity rate, Fuel and UAF charges for volumes transported:

- (1) From a Market Area storage point to MID 17 pooling point.
- (2) From a Market Area Receipt Point to the MID 17 deferred delivery point (POI 71459).
- (3) Between the Ventura point (POI 192) and Ventura deferred delivery point (POI 71460).
- (4) From a Field Area storage point to a Field Area pooling point in the same MID.
- (5) From a Field Area Receipt Point to a Field Area MID storage point in the same MID.

When the Ogden storage point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the storage point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event interruptible transportation service was used injecting into the PDD account, capacity release may be utilized, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the PDD account.

F. PDD Points of Service

Shipper shall specify any of the designated storage points listed on Northern's website as its injection and withdrawal point.

G. Requests for Service

A valid request must be submitted in accordance with Section 26 "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff, and:

1. Either with the request for service or at the time of execution of the PDD Service Agreement, such other information as required to comply with regulatory reporting or filing requirements; and
2. Sufficient information to determine Shipper's creditworthiness in accordance with Section 46 of the GENERAL TERMS AND CONDITIONS of this Tariff.

Upon Northern's acceptance to provide the requested service, Northern shall tender to Shipper for execution a PDD Form of Service Agreement in the form as set forth in this Tariff.

H. Nominations and Scheduling

Shipper shall nominate PDD service under this Rate Schedule in accordance with the nomination deadlines set forth in Section 28 of the GENERAL TERMS AND CONDITIONS of this Tariff.

I. Allocation of Service

Shipper nominations shall be subject to confirmation by Northern which shall be based on the best operating information available to Northern.

Service under this Rate Schedule shall be scheduled and confirmed only after firm FDD service has been scheduled and confirmed by Northern. Service under this Rate Schedule shall be scheduled and confirmed prior to IDD service.

For purposes of allocating or curtailing service among Shippers under this Rate Schedule, Northern may give service priority based upon the highest total cost commitment to Shipper for PDD service. For the purposes of allocating capacity under this Rate Schedule, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate. Service may be allocated or curtailed on a pro-rata basis among Shippers willing to pay the same total cost commitment to Northern for such service.

J. Notification from Northern

Shipper may be required, upon notification from Northern, to cease or reduce deliveries to, or receipts from, Northern's PDD service within the Gas Day to protect firm FDD service or to comply with the parameters of Shipper's PDD Service Agreement and Appendices. Further, Shipper may be required to return deferred quantities and/or remove deferred quantities upon notification from Northern. Such notification may be via e-mail or posting on Northern's website. Northern's notification shall specify the time frame within which deferred quantities shall be removed and/or deferred quantities shall be returned, consistent with Northern's operating conditions, but in no event shall the specified time be sooner than the next Gas Day after Northern's notification. In the event that the specified time for removal or return of gas quantities is the next Gas Day, the time of required removal or return shall begin from the time that Shipper receives actual notice from Northern. Notices required after business hours for the next Gas Day will be provided to Shipper via e-mail or posting on Northern's website. In the event that Shipper makes a timely nomination in response to notification by Northern to remove deferred quantities and/or return deferred quantities, the obligation of Shipper to comply with the notification shall begin when Northern schedules the nomination.

1. In the event that Shipper is required to return deferred quantities and/or remove deferred quantities or deferred quantities are not delivered or received in accordance with the daily or monthly parameters outlined in any existing PDD Service Agreement and Appendices, Northern and Shipper may mutually agree to an extended time frame and/or modified terms of such Appendices. In the event that Shipper and Northern are unable to come to such agreement, Northern shall notify Shipper and Shipper shall deliver or receive the deferred

quantities within the time frame specified in Northern's notice, which in no instance shall be less than one (1) calendar day. Any deferred quantities not removed within the time frame specified by Northern's notice shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. Any quantities not delivered for deferral within the time frame specified by Northern's notice shall be sold to Shipper at 150% of the applicable Average MIP, as defined in Section 32 of the GENERAL TERMS AND CONDITIONS of this Tariff which may be modified from time to time.

2. In the event that deferred quantities remain in Northern's system and/or deferred quantities have not been returned to Northern's system at the termination of any existing PDD Service Agreement Appendices, Northern and Shipper may mutually agree to an extended time frame and/or modify the terms of such Agreement. In the event that Shipper and Northern are unable to come to such agreement, Northern shall notify Shipper and Shipper shall remove the deferred quantities and/or return the deferred quantities within the time frame specified in Northern's notice, which in no instance shall be less than one (1) calendar day. Any deferred quantities not removed within the time frame specified by Northern's notice shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. In addition, any deferred quantities not returned within the time frame specified by Northern's notice shall be sold to Shipper at 150% of the applicable Average MIP, as defined in Section 32 of the GENERAL TERMS AND CONDITIONS of this Tariff which may be modified from time to time.
3. In the event deferred quantities are not removed from Northern's system or are sold to a Shipper pursuant to (1) or (2) above, the value of the gas will be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

K. Other Conditions of Service

Northern shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

L. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

8. RATE SCHEDULE IDD - INTERRUPTIBLE DEFERRED DELIVERY SERVICE

A. Availability

This Rate Schedule is available to any Shipper with an effective Interruptible Deferred Delivery Service Agreement (Service Agreement) with Northern in the form included in this Tariff prior to service commencing under this Rate Schedule.

Service under this Rate Schedule shall be available on a year-round basis. Shipper may request Northern on a daily basis to accept natural gas volumes delivered by Shipper under Rate Schedule TF, TFX or TI (injections) or to make volumes of natural gas available for transportation (withdrawals). Volumes accepted by Northern shall be held in an account for Shipper and shall be made available to Shipper subject to the terms of this Rate Schedule and as otherwise provided. Available IDD capacity will be posted on the website.

Shipper shall comply with the provisions of this Rate Schedule and the terms of its Service Agreement. Shipper shall pay the maximum rate for service herein as set forth in this Tariff unless a lower rate is established in the Service Agreement or confirmed by Northern in writing. The daily capacity available for service pursuant to this Rate Schedule shall be the Interruptible Deferred Quantity specified in Shipper's Service Agreement.

B. Applicability and Character of Service

Service under this Rate Schedule shall be interruptible up to Shipper's Interruptible Deferred Quantity as specified in Subpart C. of this Rate Schedule and set forth in Shipper's Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas volumes delivered to or received from Northern on a deferred basis under a Firm or Interruptible Throughput Service Agreement.

Shipper electing to inject volumes may nominate a volume of natural gas up to its daily Interruptible Deferred Quantity. Upon acceptance of such nomination or portion thereof by Northern, Shipper shall deliver volumes released for Interruptible Deferred Delivery Service to Northern.

Shipper whose volumes are transported to this service and held in an account for subsequent transportation under Rate Schedule TF, TFX or TI shall specify any of the designated storage points listed on Northern's website as its injection and withdrawal storage point.

Volumes received by Northern from Shipper shall be considered transported by Northern pursuant to the upstream or downstream Firm or Interruptible Throughput Service Agreement to the deferred delivery point and held in an account for Shipper. A transportation charge shall be assessed.

Shipper electing to withdraw volumes shall be entitled to nominate a volume of natural gas up to its Interruptible Deferred Quantity. Upon acceptance of such nomination by Northern, Northern shall make available at the deferred delivery point the quantity of natural gas released for Interruptible Deferred Delivery Service. Shipper's volumes must be transported from Shipper's account under Rate Schedule TF, TFX or TI. The nomination under such Rate Schedule(s) shall specify the deferred delivery point as the receipt point in its nomination.

To the extent allowed by the parameters of the Shippers' IDD accounts, Shipper may, upon advising Northern, transfer its account balances (1) among different Shippers' IDD Accounts, and/or, (2) between its own IDD Accounts, with no additional injection or withdrawal fees, and no transportation fees provided that the Shippers' accounts are held at the same storage point. Transfer of account balances between storage points either on one account or multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees.

At any time during the term of an IDD Service Agreement, Northern and Shipper may agree to transfer any or all of Shipper's IDD account balance to a new PDD transaction. Shipper's transfer of any IDD account balance to a new PDD transaction shall be subject to (1) IDD injection or withdrawal fees, (2) the applicable PDD charges including injection and withdrawal fees and (3) any applicable transportation fees.

Deliveries to and receipts from Shipper's account under this Rate Schedule shall be subject to interruption as provided herein. Transportation service required to effectuate service shall be subject to all restrictions and conditions set forth in the Throughput Service Agreement and Throughput Rate Schedule.

C. Interruptible Deferred Quantity

The Interruptible Deferred Quantity (IDQ) shall be the maximum daily volume of natural gas specified in Shipper's IDD Service Agreement that Northern may accept for service under this Rate Schedule. Shipper shall not be permitted to exceed the IDQ established except as permitted below.

Authorized Overrun - On any day Shipper, or its Designee, may nominate volumes for service in excess of its IDQ.

D. Interruption of Service

Service under this Rate Schedule shall be subject to interruption under the terms of the upstream or downstream Firm or Interruptible Throughput Service Agreement with Northern. Any limitations imposed by such Rate Schedule shall have precedence over Shipper's rights to service herein.

Shippers shall nominate for injections and withdrawals pursuant to Subpart F. below. Northern shall schedule and allocate available IDD injection and withdrawal capacity based on price.

1. Northern may call an IDD inventory allocation when, in Northern's reasonable judgment, the aggregate level of increased IDD activity could jeopardize the ability of Northern to meet its firm storage requirements (an "IDD Inventory Allocation"). Northern may call a "Positive IDD Inventory Allocation" when its storage inventory is approaching levels that might jeopardize Northern's injection capacity for firm storage service. Northern may call a "Negative IDD Inventory Allocation" when its storage inventory is approaching levels that might jeopardize Northern's ability to provide withdrawals for firm storage service. During an IDD Inventory Allocation Period, as defined below, IDD Shippers shall be entitled to nominate, and Northern shall undertake to schedule in accordance with the GENERAL TERMS AND CONDITIONS of its Tariff, IDD service. Individual Shipper's allowable IDD balance (AIB) at the end of the IDD Inventory Allocation Period shall be equal to its balance when the IDD Inventory Allocation Period commenced, or a percentage of such balance as determined in Northern's discretion. No less than thirty (30) days prior to the end of an IDD Inventory Allocation Period, Northern shall post to its website whether the AIB is the balance when the Inventory Allocation Process commenced or a percentage thereof. During a Positive IDD Inventory Allocation, an IDD Shipper's balance at the end of the IDD Inventory Allocation Period may be less than its AIB. In addition, during a Positive IDD Inventory Allocation, an IDD Shipper may nominate for

injection to increase a negative account balance to zero. During a Negative IDD Inventory Allocation, an IDD Shipper's balance at the end of the IDD Inventory Allocation Period may be greater than its AIB. In addition, during a Negative IDD Inventory Allocation, the IDD Shipper may nominate for withdrawal to decrease a positive account balance to zero.

2. Northern will provide notice of an IDD Inventory Allocation at least twenty-four (24) hours prior to the timely nomination deadline for the Gas Day on which the IDD Inventory Allocation will commence, and such notice shall also state the Gas Day on which the IDD Inventory Allocation will end (such period between the commencement date and end date to be referred to as an "IDD Inventory Allocation Period"). Northern will post such notice on its website. Northern may extend the IDD Inventory Allocation by posting a revised notice of the extension on its website. Northern will also provide a grace period of one day for each day that an IDD Shipper's nomination in compliance with the IDD Inventory Allocation was unable to be scheduled by Northern during the last two weeks of such IDD Inventory Allocation Period.
3. In the event an IDD Shipper does not comply with an IDD Inventory Allocation in accordance with Subpart D.1., above, at the end of the IDD Inventory Allocation Period, when Northern has declared a Positive IDD Inventory Allocation, any positive balance remaining in Shipper's IDD Account in excess of the AIB, after any grace period provided above, if applicable, shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. If Northern called a Negative IDD Inventory Allocation, then any negative balance remaining in Shipper's IDD Account less than the AIB, after the grace period provided above, if applicable, shall be invoiced to the Shipper at 150% of the Index Price as defined below in Subpart E.3.

In the event scheduled IDD volumes must be curtailed, such volumes shall be curtailed on the basis of price.

For the purposes of allocating capacity, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate.

E. Offering of Service

1. To initiate service under this Rate Schedule IDD, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.
2. Northern shall provide Shipper at least three (3) Business Days notice prior to termination of its IDD account that a balance remains in Shipper's IDD account. Shipper shall have fifteen (15) days from the date of termination to withdraw or inject quantities to bring its IDD account balance to zero. The fifteen (15) day period ("grace period") will be extended one (1) day for each day on which Shipper nominates gas to be injected or withdrawn but Northern is unable to schedule such nomination.
3. Any positive balance remaining in Shipper's IDD account after the grace period shall become the property of Northern at no cost to Northern, free and clear of any adverse claims. Any negative balance remaining in Shipper's IDD account after the grace period shall be invoiced to the Shipper at 150% of the Index Price, as defined below, for the day on which Shipper's IDD account terminated. The value of this gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

The Index Price shall equal the average of the prices at Northern-Demarcation, Northern-Ventura, El Paso, Permian Basin, and Panhandle, Tx - Okla occurring on the contract termination date, as reported in "Gas Daily."

F. Nomination

Deliveries to Northern. Shipper shall nominate service under this Rate Schedule in accordance with Section 28, "Nominations," of the GENERAL TERMS AND CONDITIONS of this Tariff. A Shipper shall nominate gas to be received by Northern at the Point(s) of Receipt under a Throughput Service Agreement and transported under such Throughput Service Agreement to a deferred delivery point. The IDD volumes scheduled will be received by Northern, on an interruptible basis, at a deferred delivery point for Shipper's account.

Receipts from Northern. Shipper shall nominate to receive the IDD volumes from Northern in accordance with Section 28, "Nominations," of the GENERAL TERMS AND CONDITIONS of this Tariff. A Shipper shall nominate gas to be received from Northern under a Throughput Service Agreement at a designated deferred delivery point. The scheduled IDD volumes will be delivered by Northern, on an interruptible basis, to a Point of Delivery under the subject Throughput Service Agreement.

Additionally, the upstream and/or downstream contract information must be provided for a nomination to be valid.

G. Rates and Charges

The rates and charges for service under this Rate Schedule shall include each of the following:

1. Injection Charge

The Injection Charge per Dth set forth in Part 4, Section 6 shall apply to all quantities received for Shipper's account.

2. Withdrawal Charge

The Withdrawal Charge per Dth set forth in Part 4, Section 6 shall apply to all quantities delivered to Shipper.

3. Monthly Inventory Charge

The Monthly Inventory Charge per Dth is set forth in Part 4, Section 6 and shall apply to the absolute value of the inventory balances in Shipper's IDD Account for the month.

4. Annual Rollover Charge

The annual rollover charge per Dth is set forth in Part 4, Section 6 of this Tariff. Such charge shall apply to the balance held in Shipper's IDD account as of March 31st.

5. Flexibility

Unless otherwise mutually agreed to by Northern and Shipper, all rates for service herein shall be flexible within the minimum and maximum levels shown in Part 4, Section 6 of this Tariff. Northern shall have the right to charge the maximum rate at any time as a condition of new or continuation of service beyond the termination date set forth in Shipper's Service Agreement. Northern shall make all filings required by FERC regulation with respect to the rate(s).

6. Fees

Shipper, or its Designee, shall reimburse Northern upon billing for fees paid by Northern to governmental or regulatory bodies for any filings required in conjunction with service provided to Shipper.

H. Transportation Service Associated with Deferred Delivery Service

IDD quantities must be delivered to or redelivered from a deferred delivery point pursuant to a Throughput Service Agreement. Deliveries and redeliveries of the IDD quantities shall be subject to the rates, terms and conditions of the upstream or downstream Firm or Interruptible Throughput Service Agreement including transportation entitlements and capacity allocations.

A transportation rate and Fuel is charged both into and out of a Field Area storage point. Notwithstanding the above, to the extent a volume in the Market Area or Field Area is transported between a transportation point and its associated storage point, no transportation commodity rate or Fuel charges shall be assessed. A transportation commodity rate and Fuel is charged for delivery to the Ogden storage point. If redelivery from Ogden is to a Market Area point, there is no additional transportation commodity or Fuel charge. If the redelivery is to a Field Area point, the applicable Field Area mileage/MID transportation commodity rate and Fuel is charged. With the exception of Ogden, to the extent a volume is transported from a storage point to a transportation point other than its own associated transportation point then a transportation commodity rate and Fuel will be assessed.

In addition, there will be no transportation commodity rate or Fuel charges for volumes transported:

- (1) From a Market Area storage point to MID 17 pooling point.
- (2) From a Market Area Receipt Point to the MID 17 deferred delivery point (POI 71459).
- (3) Between the Ventura point (POI 192) and Ventura deferred delivery point (POI 71460).
- (4) From a Field Area storage point to a Field Area pooling point in the same MID.
- (5) From a Field Area Receipt Point to a Field Area MID storage point in the same MID.

When the Ogden deferred delivery point is used, the Shipper must use the same type of service (i.e., firm or interruptible) to transport to and from the deferred delivery point, unless agreed to otherwise by Northern on a non-discriminatory basis. However, in the event Shipper has used interruptible service into the IDD account, Shipper may utilize released capacity, under the terms and conditions of Section 47, Capacity Release, to transport quantities from the IDD account.

I. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated herein by reference and made a part of this Rate Schedule.

9. RATE SCHEDULE MPS – MID POOLING SERVICE

A. Availability

This Rate Schedule MPS is available to any legal entity for the pooling of natural gas within each Mileage Indicator District (MID) or group of MIDs, for subsequent firm or interruptible throughput service by Northern Natural Gas Company (Northern) under the following terms and conditions:

1. the legal entity, or Pooling Customer, has executed a MID Pooling Service Agreement (MPS Agreement) in the form contained in Northern's FERC Gas Tariff; and
2. the pooling service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS under this Tariff.

B. Applicability and Character of Service

Subject to the provisions of this Rate Schedule MPS and the GENERAL TERMS AND CONDITIONS of this Tariff, service rendered under a MPS Agreement shall consist of the following:

1. Each MID is an individual pooling area with each MID pooling area containing one paper pooling point which can serve as a pool for all of the receipt points located within the same MID pooling area.

Also, the receipt points in certain MIDs may be aggregated across MIDs and serve as a MID pooling area. The currently effective MID pools are set forth in 10. below. Northern may eliminate an aggregate pool effective any April 1 or November 1, after at least 2 months advance notice given in the form of a Section 4 tariff filing.

2. With the exception of Demarcation (POI 37654) located in MID 16B being a valid receipt point for the MID 17 pooling area, a Pooling Customer can only bring receipts to a pooling point from receipt points located within the same MID pooling area.
3. Each Pooling Customer shall be required to nominate in accordance with Section 28 of the GENERAL TERMS AND CONDITIONS of this Tariff, receipts which will be delivered into each pooling point. The daily quantities which are nominated by the Pooling Customer from receipt point(s) for delivery into the pool must equal the daily quantities which are nominated away from the pool. A Pooling Customer on a daily basis will not be allowed to net receipts between various pooling points in order to balance its receipts and deliveries from a specific pooling point.
4. A Pooling Customer shall be responsible for any imbalance which occurs at the receipt point between actual allocated receipt quantities and confirmed receipt nominations. For imbalance purposes, at the end of each month, MPS imbalances at all pools may be netted with any transportation contract imbalances incurred by the Pooling Customer and any remaining imbalance will be subject to resolution pursuant to Section 32 of the GENERAL TERMS AND CONDITIONS of this Tariff.
5. A Pooling Customer shall be responsible for any receipt point scheduling penalties which occur pursuant to Section 31 of the GENERAL TERMS AND CONDITIONS of this Tariff.
6. While maintaining a balance of all volumes at a specific pooling point, a Pooling Customer may transfer gas to another Pooling Customer at the same pooling point through the nomination process without incurring any transportation, Fuel or UAF charges.

7. A Pooling Customer can only sell gas at a pooling point to another Pooling Customer or to a Northern transportation shipper.
8. A Pooling Customer may enter into multiple MPS Agreements.
9. Associated with each MID pooling area is a MID storage point. MID pooling service is not available to move supplies between the pooling point and the associated storage point.
10. The pooling points and associated storage points are provided for informational purposes only and are as follows:

Pooling Area/MID	Pooling Point POI	Associated Storage Point POI
1	71302	71318
2	71303	71319
3	71304	71320
4	71305	71321
5	71306	71322
6	71307	71323
7	71308	71324
1-7	78930	78933
8	71309	71325
9	71310	71326
10	71311	71327
11	71312	71328
12	71313	71329
8-12	78931	78934
13	71314	71330
14	71315	71331
15	71316	71332
16A	71317	71333
13-16A	78932	78935
16B	37654	62389
17	71458	71459
17-192*	78623	71460

* Restricted to the receipt point of POI 192 - "NBPL/NNG Ventura." For purposes of allocating this receipt point, Northern will consider as primary firm the quantity of gas nominated by Shipper up to the quantity of unused MDQ contracted as primary firm at POI 192. All other nominations on a firm agreement will be deemed alternate.

11. A pooling point may be scheduled as a primary or an alternate point for firm throughput Shippers and is also available for interruptible throughput Shippers. A MID pooling point will be considered a Primary Receipt Point for purposes of scheduling at the MID pool to the extent the Shipper holds unused primary receipt capacity at an allocated point within the same MID. In the event of an allocation, Northern will schedule the MID pooling point(s) based upon the priority of the capacity the Shipper has contracted at the specific allocated receipt point(s) upstream of the MID pooling point, in accordance with Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff. Aggregate MID pooling points must be on a separate contract from individual MID pooling points.

12. MPS Service is not available:

- a. Between a Market Area or Field Area pooling point and its associated storage point.
- b. From a Market Area storage point to MID 17 pooling point.
- c. From a Market Area Receipt Point to the MID 17 deferred delivery point (POI 71459).
- d. Between the Ventura point (POI 192) and Ventura deferred delivery point (POI 71460).
- e. From the Ventura pooling point (POI 78623) to the NBPL/NNG Ventura point (POI 192).
- f. From the Ventura pooling point (POI 78623) to the MID 17 pooling point (POI 71458).
- g. From a Field Area storage point to a Field Area pooling point in the same MID.
- h. From a Field Area Receipt Point to a Field Area MID storage point in the same MID.

C. Offering of Service

To initiate service under this Rate Schedule MPS, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

D. Term of MPS Agreement

The MPS Agreement must be executed by the Pooling Customer prior to commencement of service.

The term of service shall be for a mutually agreeable term and shall be set forth in the MPS Agreement. If no service is rendered under a MPS Agreement for a one (1) year period, such MPS Agreement shall be terminated by Northern, unless otherwise mutually agreed.

E. Rates and Charges

No rate will be charged to a Pooling Customer for gas nominated from a receipt point for delivery to the pooling point in the same MID under this MID Pooling Service Rate Schedule.

For purposes of rates, Fuel and UAF charges, the location of MID 1-7 shall be deemed to be in MID 4, the location of MID 8-12 shall be deemed to be in MID 10 and the location of MID 13-16A shall be deemed to be in MID 13.

F. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff, as may be revised from time to time, are hereby incorporated into and made a part of this Rate Schedule.

10. RATE SCHEDULE ILD – INTERRUPTIBLE LIQUEFACTION AND DELIVERY SERVICE
GARNER, IOWA

A. Availability

This Rate Schedule is available for the liquefaction and delivery of natural gas ("LNG") by Northern Natural Gas Company ("Northern") on an interruptible basis under the following terms and conditions:

1. Shipper has executed an ILD Service Agreement of the form contained in Northern's FERC Gas Tariff;
2. Delivery of LNG shall be at the loading platform at Northern's LNG plant located near Garner, Iowa ("LNG Plant");
3. Shipper delivers equivalent quantities of natural gas to the LNG Plant as set forth herein.

B. Applicability and Character of Service

This Rate Schedule shall apply to LNG available for receipt by Shipper at the LNG Plant. Shipper shall receive the LNG into a properly qualified transporting vehicle or other facility. Deliveries hereunder shall be made at Northern's sole discretion based upon Northern's determination of the quantities available in excess of those required by Northern to operate its system. Northern will post the availability of LNG Service on its website and any applicable terms and conditions.

C. Rates and Charges

Unless otherwise mutually agreed to by Northern and Shipper, the charge per Dth for service under this Rate Schedule shall be within the minimum and maximum levels shown in Part 4, Section 7. The rate Shipper shall pay will be set forth in Shipper's service agreement, or otherwise agreed to in writing.

Shipper shall be responsible for all applicable transportation charges, including, but not limited to, Fuel and UAF and electric compression charges, related to the transportation of Shipper's natural gas to the LNG Plant. Shipper shall also be responsible for any applicable excise tax.

Performance Obligation Charge. For scheduled or confirmed quantities of liquefaction delivery not taken, the billing shall be the sum of said scheduled or confirmed quantities multiplied by the daily Performance Obligation Charge shown in Part 4, Section 7.

Northern reserves the right to waive the Performance Obligation Charge in a not unduly discriminatory manner. Northern will post on its website for a 30 day period any waived Performance Obligation Charge.

D. Procedure to Request Service

To initiate service under this Rate Schedule ILD, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

After receipt of the requests, Northern shall tender an ILD Service Agreement. From time to time, Shipper may request an ILD transaction. The terms will be specified in an Appendix A which shall include:

1. Total Quantities,
2. A proposed delivery schedule for such quantities, and
3. Shipper and/or its carrier company(s) shall have proper insurance acceptable to Northern, from an insurance company in good standing and acceptable to Northern, and Shipper shall provide or cause to be provided to Northern a certificate of insurance, prior to the movement of any vehicle onto Northern's property.

Nothing contained herein shall be construed as requiring Northern to meet the quantities or as precluding revisions to such quantities as conditions may require. Northern and Shipper shall enter into an ILD transaction setting forth the specifics of the delivery.

The conditions of delivery are as follows:

- (a) Unless agreed to otherwise, Shipper shall provide at least a 24-hour notice prior to each delivery; such notice shall state the date and time the carrier will arrive at the LNG Plant, and the quantity of LNG to be delivered.
- (b) It shall be Shipper's responsibility to assure that Shipper's receiving facilities are compatible with Northern's delivery facilities.
- (c) The carrier's transportation vehicle and operator shall be, and remain, in complete compliance with all codes and regulations pertaining to the transportation and handling of LNG.
- (d) Northern may refuse to (i) allow Shipper's transportation vehicle to enter its property or (ii) load LNG, at any time, in Northern's sole discretion, if the LNG is needed for Northern's use, or for reasons of safety or security.
- (e) Other reasonable terms and conditions as may be specified in a posting by Northern when Northern makes LNG generally available.

If Shipper fails to take delivery of any scheduled or confirmed quantities or fails to deliver Payback Volumes twice within the same calendar year, Northern may terminate the ILD Service Agreement for such Shipper and refuse to provide ILD Service to the Shipper in the future. The termination of a Shipper's ILD Service Agreement will not relieve the Shipper of any Performance Obligation Charges incurred.

E. Measurement

The quantity of LNG delivered by Northern to Shipper shall be determined in accordance with industry standards and may be by weight or by metered quantity. The weight or metered quantity of LNG so delivered shall be converted into Dth in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner. If both a weight and a metered quantity are provided, the weight will be used to determine the Dth equivalent to be transported to the LNG Plant by Shipper.

F. Shipper's Delivery of Natural Gas to Northern for Liquefaction

By the last day of the month following the month the Shipper receives LNG under this Rate Schedule (Payback Period), Shipper shall transport gas under a throughput service agreement to the LNG Plant delivery point. The quantity of natural gas transported to the LNG Plant delivery point shall be the natural gas equivalent of the LNG (in Dth) delivered by Northern to Shipper under this Rate Schedule (Payback Volume). To the extent Shipper fails to deliver the Payback Volume within the Payback Period, Northern may invoice Shipper at 150% of Northern's replacement cost.

Only Shippers' with an ILD Service Agreement, or the Shipper's designee, shall be allowed to nominate the LNG Plant delivery point for transportation service.

G. Indemnification

Except for losses, claims, or damages arising out of Northern's sole negligence, Shipper shall protect, indemnify and save harmless Northern, its affiliated companies and officers, directors, stockholders, employees, agents and servants from and against all liabilities, losses, claims, damages, penalties, causes of action, or suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) arising out of or alleged to arise out of Northern's delivery of LNG or Shipper's, or its agents', employees', contractors' or subcontractors' receipt of LNG from Northern, or presence on property owned or leased by Northern, and including any liabilities, losses, claims, damages, penalties, causes of action, or suits arising out of or alleged to arise out of, the design, construction, maintenance, and operation of facilities owned by Northern or Shipper used to deliver LNG from Northern to Shipper or for Shipper to receive LNG from Northern.

Shipper's liability for claims hereunder shall extend to claims arising out of breach of contract, warranty, negligence, tort, strict liability, product liability, statutory or regulatory liability, indemnity, contribution and any other legal or equitable theory and shall not be limited solely to direct damages (also known as legal, contract or expectation damages). Such liability may include direct, consequential and any other type of damages, including lost profits, lost opportunity costs, or lost revenue.

H. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff, to the extent they are applicable to the deliveries of LNG as provided herein, are hereby incorporated into and made a part of this Rate Schedule.

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1. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms shall have the following meanings whenever used in this Tariff:

Alternate Receipt Point. The term "Alternate Receipt Point" shall mean all other receipt points of Northern system other than those defined as Primary Receipt Points.

Billing Day. The term "billing day" shall mean the period of twenty-four (24) consecutive hours beginning at 9:00 a.m. central clock time and ending at 9:00 a.m. central clock time the following twenty-four (24) hour period.

Billing Month. The term "billing month" shall mean the period from 9:00 a.m. central clock time the 1st day of the calendar month to 9:00 a.m. central clock time the 1st day of the succeeding calendar month.

British Thermal Unit (Btu). The term "British thermal unit" ("Btu") shall mean the amount of heat required to raise the temperature of one pound of water from fifty-nine degrees Fahrenheit (59 F) to sixty degrees Fahrenheit (60 F).

Business Day. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

Bypassing Small Customers. The term "Bypassing Small Customers" shall mean Small Customers that have reduced their entitlement on Northern's system that is serving existing load and that thereafter serve that existing load with incremental or new entitlement on another pipeline. Entitlement shall refer to the total TF12 Base, TF12 Variable, TF5, TFX of five months or longer and GST service that is in effect at the time that any reduction is made.

Calendar Year. The term "calendar year" shall mean a period beginning on the first day of January of each year and ending on the first day of the succeeding January.

Central Clock Time (CCT). The term "central clock time" or "CCT" shall mean Central Standard time throughout the year, as adjusted for Central Daylight time.

Contract Year. "Contract Year" shall mean a one year period commencing on the November 1 Gas Day and extending twelve months through October 31.

Cricondentherm Hydrocarbon Dew Point (CHDP) - The term "cricondentherm hydrocarbon dew point," or "cricondentherm temperature" shall mean the highest dew point temperature seen on a liquid-vapor curve for gas over a range of pressure, i.e., 200-1400 pounds per square inch absolute (psia).

Cubic Foot. The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees Fahrenheit (60 F), and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia) and corrected for deviation from ideal gas behavior.

Commission. The term "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor federal governmental body or agency which is given the authority to regulate, review and/or oversee, in total or in part, the activities of interstate natural gas pipeline companies.

Day. The term "day" shall mean a period of twenty-four (24) consecutive hours, beginning at 12:00 Midnight CCT, and ending at 12:00 Midnight CCT, the following twenty-four (24) hour period.

Deferred delivery point. The term "deferred delivery point" or "storage point" shall mean the point at which the Shipper has natural gas quantities transported to or received from Northern on a deferred basis.

Dekatherm. The term "dekatherm" (also spelled decatherm) or "Dth," which is equal to 10 therms, shall be the standard unit of measure for energy content. A dekatherm is one million (1,000,000) British thermal units. The Btu is measured on a total heating value (also known as gross heating value and higher heating value) basis. A dekatherm shall be the standard unit of quantity.

Delivery Point. The term "Delivery Point" or "Point of Delivery" shall mean the point, which may or may not be a physical point, at which Northern delivers gas to the Shipper.

Delivery Point Operator. The term "Delivery Point Operator" shall include any person interconnected to Northern or acting as agent for the interconnected party who is authorized to confirm Shipper delivery point nominations and ensure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the delivery point nominations. The Delivery Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to Northern.

Electronic Transmission. The term "electronic transmission" shall mean a mutually agreeable means of data communication whereby data is input by the Shipper directly into Northern's internal system applications either by keypunch or by means of electronic data file processing.

Field Area. The term "Field Area" will mean the geographical area located south of the inlet to Northern's Clifton Compressor Station in Clay County, Kansas.

F/M Demarcation. The F/M Demarcation is a point of interest (POI) located at the inlet to the Clifton Compressor Station, which is the boundary between the Market and Field Area. The F/M Demarcation POI may be used as a delivery point in the Market or Field Area or a receipt point in the Market Area or Field Area.

Fuel. The term "Fuel" shall mean the volume of gas used for fuel.

Gas. The term "gas" shall mean natural gas, manufactured gas, propane-air gas or any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting predominantly of methane determined on a Dth basis.

Gas Day. The term "Gas Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. central clock time.

Global Settlement. The Stipulation and Agreement of Settlement filed May 7, 1993 in Docket Nos. RS92-8, RP92-1, et al.

GS Customers. Grandfathered GS Customers are those eligible for service under Rate Schedule GS-T who were GS sales customers as of May 18, 1992, as stated on Appendix C to the Global Settlement and found in Part 10 of this Tariff.

Local Distribution Company. The term "Local Distribution Company" or "LDC" shall mean any person, including a municipally owned/cooperative distribution company, other than any interstate pipeline or intrastate pipeline, owning pipeline facilities for, and engaged in the transportation or local distribution of natural gas and the sale of natural gas for ultimate consumption.

Market Area. In describing the location of Northern's facilities, the term "Market Area" shall mean the geographical area located north of the inlet to Northern's Clifton Compressor Station in Clay County, Kansas.

Mcf. The term "Mcf" shall mean 1,000 cubic feet of gas.

MDQ. The term "MDQ" shall mean the total volume of natural gas Northern is obligated to transport, under the terms of the applicable Rate Schedule, on a daily basis from the Primary Receipt Points to the Primary Delivery Points. Primary Receipt Point entitlements and Primary Delivery Point entitlements shall equal.

MID. The term "MID" shall mean the mileage indicator district as shown in the Tariff MID Map posted on Northern's Internet website. MIDs are used to distinguish geographic areas where receipts and delivery points are located.

Month. The term "month" or "calendar month" shall mean the period beginning on the first Gas Day of the calendar month following initial delivery and ending on the first Gas Day of the next succeeding calendar month.

NAESB. The North American Energy Standards Board (NAESB) (formerly Gas Industry Standards Board ("GISB")).

New Services Settlement. The Stipulation and Agreement of Settlement filed in Northern's proceedings on March 29, 1991 in Docket No. RP88-259 et al., including Northern's Fourth Revised Volume No. 1 of Northern's FERC Gas Tariff.

OBA. An Operational Balancing Agreement "OBA" is a contract between two parties that specifies the procedures to manage operating variances at the point(s) included in the agreement.

Operational Zone. The term "Operational Zone" shall refer to the geographical divisions of Northern's Market Area, A-B-C, D and E-F; and the Field Area, Argus as shown on the map on Northern's website at <https://www.northernnaturalgas.com/infopostings/regulatory/Pages/Tariff-Maps.aspx>.

Out-of-Balance Volumes. The Out-of-Balance Volumes shall be the difference between the volumes scheduled at a delivery point and volumes actually delivered to the delivery point.

Primary Delivery Point. The term "Primary Delivery Point" shall mean those delivery points listed on Appendix A of the TF or TFX Service Agreement with a specified firm volume assigned.

Primary Receipt Point. The term "Primary Receipt Point" shall mean those receipt points listed on Appendix A of the TF or TFX Service Agreement with a specified firm volume assigned. In addition, a MID pooling point will be considered a Primary Receipt Point to the extent the Shipper holds primary receipt capacity within the same MID.

Purchaser. The term "Purchaser" shall mean any entity purchasing gas from Northern in accordance with the provisions of this Tariff.

Receipt Point. The term "Receipt Point" or "Point of Receipt" shall mean the point, which may or may not be a physical point, at which the Shipper delivers gas to Northern.

Receipt Point Operator. The term "Receipt Point Operator" shall include any person interconnected to Northern or acting as agent for the interconnected party who is authorized to confirm Shipper receipt point nominations and insure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the receipt point nominations. The Receipt Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to Northern.

Recourse Rate. The term "Recourse Rate" shall mean the Commission approved maximum Tariff rates as set forth in Part 4, as modified from time to time.

Releasing Shipper. The term "Releasing Shipper" shall mean a Shipper who has firm contractual rights on Northern's system and is offering to release or has released its capacity.

Replacement Shipper. The term "Replacement Shipper" shall mean a Shipper who has acquired capacity from a Releasing Shipper.

Right of Way Grantor. The term "Right of Way Grantor" shall mean a party who grants a strip of land, the use of which is acquired for the construction and operation of the pipeline.

Section 1. The term "Section 1" shall mean the fuel zone located in the Field Area that represent the Permian Area portion of Northern's system. Includes MIDs 1-7.

Section 2. The term "Section 2" shall mean the fuel zone located in the Field Area that represent the Mid-Continent portion of Northern's system. Includes MIDs 8-16B.

Section 3. The term "Section 3" shall mean the fuel zone that represent the Market Area portion of Northern's system. Includes MID 17.

Shipper. The term "Shipper" shall be defined to be a party who: (1) requests transportation under a Throughput Service Rate Schedule; or (2) executes a Throughput Service Agreement.

Small Customers. Small Customers are those listed on Appendix C of the Global Settlement and found in Part 10 of this Tariff.

Storage point. The term "storage point" or "deferred delivery point" shall mean the point at which the Shipper has natural gas quantities transported to or received from Northern on a deferred basis.

Summer Season. The consecutive months April through October.

Tariff. The term "Tariff" shall mean Northern's FERC Gas Tariff.

Thermally Equivalent Volumes. The term "thermally equivalent volumes" shall mean that during any given period of time the volumes of gas delivered hereunder at the Point(s) of Delivery multiplied by the total heating value of the gas at the delivery point(s) shall equal the volumes of gas received at the point(s) of receipt multiplied by the total heating value of the gas at the receipt point(s).

Tier Relationship Factors. The term "Tier Relationship Factors" shall mean the mathematical relationship of the rates for the Market Area TF12 Base, TF12 Variable, and TF5, and the Field Area TFF Throughput Services. The Tier Relationship Factors for the Reservation Rates shall be as follows:

	Services	Winter Months (Nov-Mar)	Summer Months (Apr-Oct)	Annual
Market Area:	TF 12 Base	1.35	.75	12.0
	TF 12 Variable	1.83	.75	14.4
	TF 5	2.00	N/A	10.0
Field Area:	TFF	1.35	.75	12.0

Tolling Agreement. A tolling agreement or arrangement means that the owner of the electric generator has agreed with an LDC to convert natural gas owned and provided by the LDC to electricity owned by the LDC.

Total or Gross Heating Value. The term "total or gross heating value" means the total calorific value, expressed in Btus when one cubic foot of anhydrous gas at sixty degrees Fahrenheit (60 F) is combusted with dry air at the same temperature and the products of combustion are cooled to sixty degrees Fahrenheit (60 F). The Btu specified is on a higher heating value (HHV) basis. A conversion factor is required to convert lower heating value to a higher heating value basis to correctly calculate the expected fuel usage of certain equipment. For estimating purposes, the higher heating value of natural gas is approximately 10 percent more than the lower heating value.

Town Border Station (TBS). The term "Town Border Station" ("TBS") shall mean the physical location where the LDC receives gas from Northern. The TBS generally consists of facilities to regulate gas pressure and measure gas quality and volumes.

UAF. The term "UAF" shall mean unaccounted-for gas.

Unauthorized Gas. "Unauthorized Gas" shall mean any volumes delivered to Northern from receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern.

Valid Request. Any reference in this Tariff to a "valid request" used in conjunction with Part 8, Section 26 "Requests for Service" shall also include any requests submitted electronically through Northern's Internet website.

Winter Season. The consecutive months November through March.

Wobbe Index - The term "Wobbe Index" shall mean a number which indicates the interchangeability of gas. The Wobbe Index is determined by dividing the higher heating value of the gas in Btu per standard cubic foot by the square root of its specific gravity with the respect to air. Wobbe Index is used as an indicator of the heat release rate of combustion equipment employing fixed orifices such as boilers, stoves, water heaters, and furnaces.

Year. The term "year" shall mean a period of 365 consecutive days; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

Workday. The term "Workday" shall mean the days that Northern has its business offices open in the normal course of business.

2. MEASUREMENT

Unit of Measurement. The unit of measurement shall be one cubic foot of gas and the term "cubic foot of gas," whenever used in Northern's Rate Schedules and these GENERAL TERMS AND CONDITIONS shall mean one cubic foot of gas at an absolute pressure of 14.73 pounds and a temperature of sixty degrees Fahrenheit (60 F).

COMPUTATION OF VOLUMES OF GAS:

Measurement Factors. The volume of gas delivered as measured by pipeline pressures shall be corrected to the unit of measurement. Measurement and determination of volume delivered shall be made in accordance with the recommendations set forth in the A.G.A. Gas Measurement Committee Report Number Three latest edition for orifice meters or (the A.G.A. Gas Measurement Committee Report Number Seven latest edition, for turbine meters or industry standards for other meters).

Temperature. The temperature of the gas passing through the meters shall be determined by the use of a continuous recording thermometer so installed that it will record properly the temperature of the gas flowing through the meters.

The daily temperature, based on the arithmetic average of the hourly temperature so recorded shall be used in measurement computation. Provided that, in case of small volume delivery, the installation of a thermometer may be omitted at the election of Northern, and in any such case, the temperature of the gas for the purpose of measurement shall be assumed to be sixty degrees Fahrenheit (60 F).

Specific Gravity. The specific gravity of the gas shall be calculated from chromatographic analysis of a representative gas sample.

Atmospheric Pressure. The normal barometric pressure in pounds per square inch, carried to one decimal place, for each Point(s) of Delivery, shall be used as the atmospheric pressure for measurement purposes.

Heating Value. The heating value of the gas delivered shall be calculated from a chromatographic analysis of a representative gas sample collected daily during the month, or any other method mutually agreed upon. Such chromatographs shall be owned, operated and maintained by Northern at representative locations on Northern's transmission system, or as agreed upon.

The heating value of the natural gas received by Northern from its various sources of supply and of gas received for transportation will vary. However, Northern will operate its system such that the heating value will not fall below 950 Btu per cubic foot.

The unit of volume "at 1,000 Btu per cubic foot" or "as adjusted to 1,000 Btu per cubic foot" shall mean one cubic foot of gas as defined above and having an average total heating value of one thousand (1,000) British thermal units. Such units of volume shall be determined by multiplying the number of cubic feet of gas delivered during any billing day by the factor arrived at by dividing the average total heating value per cubic foot delivered on the previous day by 1,000 unless otherwise agreed to by Northern.

To the extent that Northern does not have chromatograph information for a Field Area point, and if the Btu changes after the 20th of the production month, such Btu change will not become effective until the beginning of the following month. If the Btu changes during the period from the first of the month through the 20th, such Btu change can be effective for the beginning of such month.

Supercompressibility. Determination of supercompressibility of natural gas shall be calculated from chromatographic analysis of gas samples taken at representative points as determined by Northern.

Gas Sampling and Analysis. Gas samples may be obtained and analyzed by one of the following methods:

- (1) Portable Chromatograph. Chromatographic analysis of a spot sample of gas taken at a representative location and analyzed on site by means of a portable gas chromatograph.
- (2) Spot Sample. Spot sample of gas taken at a representative location using a sample bottle and analyzed using a gas chromatograph at a location remote from the sampling location.
- (3) Continuous Sample. Sampling continuously into a sample bottle for a period of time at a representative location and then analyzing the sample using a gas chromatograph.
- (4) On-Site Gas Chromatograph. On-site chromatograph sampling directly from a representative source and analyzing continuously.
- (5) System Gas Chromatograph. Gas chromatograph sampling directly from a representative source and analyzing continuously. The results are then applied to all other locations on the system that are representative of the sample source.

Spot Sampling Frequency. Mutually agreed upon frequency (monthly, quarterly, etc.)

Meter. Gas delivered by Northern to the Shipper shall be measured by an adequate meter or meters of standard type, installed, operated and maintained by Northern at its sole expense. In the alternative, the responsibility for meter installation, operation and/or maintenance may be as mutually agreed upon between the parties. When more than one meter is used for measurement of gas delivered to the Shipper, the term "Meter" shall be construed to mean and include all such meters used for that purpose.

Receipt and Delivery Point Operator Flow Information Systems. Receipt and Delivery Point Operators may, subject to Northern specifications and at the operators' sole expense, install flow information systems at Northern's facilities sufficient to provide daily flow information. Such equipment shall be operated and maintained as agreed to between Northern and the Operator. Receipt and Delivery Point Operators who have installed flow information systems may provide such information to Northern in accordance with the established parameters, for use in compiling daily imbalances and daily service charges, subject to reasonable verification. To the extent the facilities become outdated and are no longer in compliance with Northern's specifications, the Receipt and Delivery Point Operators shall be so notified by Northern, and may install replacement facilities. If the replacement facilities are not installed within a reasonable period of time, Northern will discontinue accepting data from the outdated facilities and begin using Northern's data.

Equipment Testing. At reasonable intervals, Northern shall test and adjust to within measurement tolerances all equipment used in making the determination of factors used under the provision of this Section. Such equipment shall, at all reasonable times, be subject to test or an inspection by a representative of the Shipper in the presence of a representative of Northern.

The Shipper shall test, at reasonable intervals, all Shipper equipment used for measurement of gas where such measurement enters into the measurement computations and shall at the time of the tests, adjust such equipment to record accurately. Northern's representative shall have the right to witness such tests, or at reasonable times at Northern's election, to test and inspect such equipment in the presence of the Shipper.

Measuring Equipment Out of Repair. If, for any reason, any measuring equipment is out of service or out of repair so that the quantity of gas delivered is not correctly indicated by the reading thereof, the gas delivered during such period shall be estimated by the parties on the basis of the best data available using the first of the following methods which is feasible:

- (1) By using the registration of any check measuring equipment installed and accurately registering; or
- (2) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or
- (3) By estimating the quantity of delivery by deliveries during a preceding period under similar conditions when the meter was registering accurately.

Adjustment of Inaccuracies. If any meter is found to be inoperative or inaccurate, it shall be adjusted to register correctly. The amount of error shall be determined by the most accurate method found feasible, and, if the error shall have resulted in an error of more than two percent (2%) in the measurement of gas delivered, then the calculated deliveries of gas through such meter shall be accurately adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy as may be definitely known, or if not known, then for one-half the period since the date of the last meter test. Measurement data corrections must be processed within six (6) months of the production month with a three (3) month rebuttal period. This time limitation will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Also, the parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. A meter adjustment or correction becomes a prior period adjustment after the fifth Business Day following the production month. Any measurement prior period adjustments are taken back to the production month.

3. MERCHANTABLE GAS

Natural gas delivered by Northern to a Shipper shall be merchantable natural gas. Upon request, Northern will offer to negotiate with a Delivery Point Operator, on a not unduly discriminatory basis, how Northern will manage the quality of gas delivered to the Delivery Point Operator. The quality of gas delivered to other Shippers on the pipeline will not be degraded by the negotiation of gas quality management at delivery points.

4. FACILITIES

Northern shall not be required to provide any requested service under any Rate Schedules which would require the construction or acquisition by Northern of any new facilities. Northern may condition any such construction, acquisition, or expansion on Shipper agreeing to reimburse Northern for all costs incurred, including any taxes incurred by Northern as a result of such reimbursement. An economic feasibility test will be performed to determine when Northern may charge Shipper such costs. Such test shall reflect the cost of the facility to be constructed, the incremental cost related to such facilities and the revenues which Northern estimates to be generated attributable to the facilities, all of which will be based on a discounted cash flow rate of return methodology. All new facilities (whether built by Shipper or Northern) shall be in conformance with the regulations set forth in 49 CFR Part 192 and shall be subject to inspection and prior approval by Northern. Nothing in this Section 4 shall require Northern to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, nor prevent Northern from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Northern reserves the right to seek a waiver of the policy set forth in this Section 4 for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

In order to maintain and expand firm entitlement and utilization of Northern's system, Northern may negotiate firm transportation or storage contracts with Shippers whereby Northern could make a contribution in aid of construction (CIAC) to the Shipper. The Shipper would use such funds to assist in the development of natural gas facilities. Such contributions must pass an economic feasibility test similar to the one described in the preceding paragraph. For any newly agreed to CIAC, Northern will post on its website for a period of thirty (30) days (1) the amount of the CIAC, (2) the name of the Shipper receiving the CIAC, and (3) the economic feasibility of the CIAC. CIACs are includible in Northern's jurisdictional rate base and amortizable to cost of service ratably over the term of the related contract. All CIACs entered into pursuant to this provision shall be subject to review and challenge by the Commission and all parties in a general rate case requesting inclusion of such costs.

5. TAX REIMBURSEMENT

To the extent that any reimbursement to Northern by Shipper is deemed taxable income to Northern pursuant to Section 824 of the Tax Reform Act of 1986, P.L. 99-514, or any successor thereto, Shipper shall reimburse Northern for the tax impact as part of the actual costs incurred.

6. POSSESSION OF GAS AND RESPONSIBILITY

Northern shall be deemed to be in possession of the gas delivered hereunder by Shipper under a Throughput Service Agreement only from the time that it is received by Northern for transportation hereunder at the Point(s) of Receipt until it is delivered to Shipper at the Point(s) of Delivery. Shipper shall be deemed to be in possession of such gas prior to such receipt by Northern and after such delivery by Northern. As between Northern and Shipper under a Deferred Delivery Service Agreement, Northern shall be in control and possession of the gas from the time Shipper delivers gas to Northern at a receipt point, and prior to the time the same shall have been redelivered to Shipper. During such times as the gas is deemed to be in the control and possession of the respective party as set forth herein, said party shall be responsible for risk of the loss of the gas and shall hold harmless the other party of and from any and all damages, liabilities, expenses (including attorneys' fees and court costs), and/or injuries, including death of persons, arising during said party's possession. The foregoing provisions of this paragraph shall not relieve either party hereto from responsibility for acts of negligence of such party, its agents or employees.

7. LIABILITY OF PARTIES

Northern and the Shipper shall each assume full responsibility and liability for the maintenance and operation of their respective properties.

Northern shall not be liable to the Shipper for its failure to receive or deliver gas, and the Shipper shall not be liable to Northern for its failure to deliver or receive gas other than to make payments, when such failure on the part of either shall be due to force majeure as defined in Section 10 "FORCE MAJEURE" in these GENERAL TERMS AND CONDITIONS, provided, such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be, provided, however, that neither Northern nor the Shipper shall be relieved of liability to the other for any damages or expense caused or contributed to by its own negligence when such negligence on its part is the proximate cause of its failure to deliver or receive gas, as the case may be.

Northern and Shipper may agree to waive a trial by jury with respect to litigation directly or indirectly arising out of, under or in connection with, any agreement entered into pursuant to Northern's FERC Gas Tariff. But such agreement shall not be made a condition of obtaining service that Northern is required by its certificates to provide.

8. BILLING AND PAYMENT

For purposes of this Section 8, all references to "day" shall be deemed to mean "billing day" and all references to "month" shall be deemed to mean "billing month."

Each month, Northern shall submit to Shipper a statement and billing for the demand/reservation/capacity charge portion of actual services rendered during the preceding month. Additionally, Northern shall submit to Shipper, or its Designee, a separate statement and billing for the commodity portion of actual services rendered during the preceding month, if available. If actual measurement data is not available within five (5) Business Days after the end of the production month, then billing will be based on the best available measurement data and corrected as a prior period adjustment in a subsequent month. Quantities at points where OBAs exist should be invoiced based on scheduled quantities. The statements and billings shall be rendered on or before the 9th Business Day after the end of the production month. The term "rendered" shall mean postmarked, time-stamped or delivered to the designated site. Shipper shall pay to Northern the amount shown as due by such billing within ten (10) days of the issuance of such billings in immediately available U.S. funds at a depository designated by Northern. When paying the original invoice, the Shipper shall have the right to adjust its payment relative to imbalance cash in/out amounts to reflect its imbalance resolution elections pursuant to Section 32 of the GENERAL TERMS AND CONDITIONS of this Tariff. Checks received in Northern's designated depository at least two (2) Business Days before the invoice due date will be considered to be immediately available funds on the due date. When the due date falls on a day that the designated depository is not open in the normal course of business to receive the Shipper's payment, the Shipper shall cause such payment to be made on or before the first Business Day on which the designated depository is open after such due date. Shipper shall submit supporting documentation with any payment. Shipper shall identify invoice number(s) on all payments. The party making the payment shall submit supporting documentation; the party receiving the payment shall apply the payment per the supporting documentation provided by the paying party; and if the payment differs from the invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment date.

Upon request, Northern will provide a statement showing the outstanding cumulative account activity.

Prior period adjustment time limits will be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

Should Shipper fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, Northern may impose interest at the then effective Refund Interest Rate pursuant to the Commission's regulations, from the due date until date of payment. If such failure to pay continues, Northern, in addition to any other remedy it may have, may suspend or terminate service hereunder after implementing a notification procedure in accordance with Section 16 of the GENERAL TERMS AND CONDITIONS of this Tariff.

If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute, and at any time thereafter within twenty (20) days of a demand made by Northern for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to Northern, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then Northern shall not be entitled to suspend or terminate service pursuant to this provision as a result of said dispute unless and until default is made in the conditions of such bond.

9. GROUP BILLING

For the purposes of billing, a Point of Delivery in a specific service agreement may be defined as a group of physical delivery points to the same, or affiliated, LDCs in the Market Area or Argus Zone in the Field Area, including municipally owned/cooperative distribution companies, where such delivery points are located in a single Operational Zone.

For purposes of this Section 9, "Affiliated" LDCs are Local Distribution Companies, including municipalities, (1) which are divisions of the same corporation, (2) have a common parent company which owns 100% of the voting stock of the LDCs (either directly or through another wholly owned subsidiary), (3) wherein one LDC owns 100% of the voting stock of the other company(ies) (either directly or through another wholly owned subsidiary), or (4) which are organized as a gas purchasing authority or similarly-structured group, subject to Northern's reasonable approval.

10. FORCE MAJEURE

The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, present and future valid orders, decisions or rulings of any governmental authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Force Majeure shall not include failure of gas supply because of pricing considerations. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any inability to carry out obligations hereunder due to Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

11. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of any party shall be subject to the obligations of its predecessor in title under any Service Agreement. No other assignment of a Service Agreement or any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party. Such consent shall not be unreasonably withheld. Any party may assign its respective right, title and interest in and to and under the Service Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities. Such assignment shall not obligate the assignee in any respect to perform the obligation of the assignor under the Service Agreement.

12. LAWS, REGULATIONS AND ORDERS

All Service Agreements made pursuant to Northern's Rate Schedules and the respective rights and obligations of the parties thereto are subject to all present and future valid laws, orders, rules and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency which affects any of the provisions of the Service Agreements.

13. APPLICABLE LAW

AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THE SERVICE AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA.

14. WAR AND NATIONAL DEFENSE

During any period in which a state of war exists between the United States and any foreign power, both Northern and Shipper/Buyer shall recognize that the national defense is paramount to any contractual obligations then existing between them, and, notwithstanding the provisions of any such Service Agreements, neither shall assert, nor be required to assume, any obligation which is inconsistent with or contrary to any Governmental policy, rule, regulation or order made, issued or promulgated in the promotion thereof.

15. COMPLIANCE

Northern shall not be required to perform service under a Rate Schedule or Service Agreement on behalf of Shipper that fails to comply with the terms which materially affects the operation of Northern of the Rate Schedule or Service Agreement. Northern shall apply all Terms and Conditions of this Tariff in a not unduly discriminatory manner.

16. SUSPENSION OR TERMINATION OF SERVICE DUE TO DEFAULT

In the event that Shipper fails to comply with the terms contained in the applicable Rate Schedule and/or the terms of the Service Agreement, (other than billing disputes, which is addressed in Section 8 of the GENERAL TERMS AND CONDITIONS of this Tariff), in addition to any remedy it may have and upon receipt of any appropriate regulatory approval, if any, Northern may suspend or terminate service hereunder after implementing a thirty (30) day notification procedure to such Shipper. The notification procedure consists of a first notice that would inform the Shipper that it has twenty (20) days to correct the default, and a second notice to the Shipper that would inform the Shipper that service will be suspended or terminated in ten (10) days. Northern will also provide the Commission at least 30 days notice that it will terminate service to the Shipper. Northern shall have the right to waive any provision of the applicable Rate Schedule or Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. STANDARDS OF CONDUCT

Procedures Regarding Complaints:

- (1) All oral and written complaints regarding transactions with an affiliate should be directed to:

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000
Attn: Chief Compliance Officer
Phone: (402) 398-7091

- (2) The recipient of the complaint (or designee) will contact the appropriate person for further review/resolution. Northern will initially respond to the complainant within 48 hours of the complaint. Northern will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

18. ELECTRONIC COMMUNICATIONS

A. Communication of Pricing and Capacity Information

Northern has established and maintains an Internet website to comply with the requirements of contemporaneous communication of and equal and timely access to certain information to all "potential shippers."

Northern's currently effective Volume No. 1 Tariff, as revised from time to time, is posted on Northern's website. Therefore, Northern will not provide paper copies of the Tariff to its customers and interested state commissions unless specifically requested to do so.

In addition to general information regarding the availability and pricing of transportation services and the availability of pipeline capacity (at receipt points, on the mainline, at delivery points, in storage fields, new capacity and capacity as to which Northern has exercised its right of pregranted abandonment), Northern will post information with regard to the Right of First Refusal process, capacity release, imbalance transfers, curtailment, points available for nominations, points available for pooling, and open season information. Shipper has the option to directly post capacity release terms. Northern will also post such pricing and capacity information upon specific request by Shippers and potential shippers. Additionally, Northern will post capacity wanted notices for prospective Shippers for 90 days, unless the requesting party desires a shorter posting period. Northern will regularly remove information as to completed transactions and other matters which have become obsolete.

Daily back-up records will be maintained for three years and will be accessible to customers in electronic form upon written request. Shipper shall reimburse Northern, upon billing, for any copying and mailing costs associated with such requests.

For further information relative to the website, including fees and usage charges, potential shippers should contact Northern through use of the website link "contact us" or at 1-866-810-5268.

B. Communication by Mail

From time to time, Northern may also communicate information of general interest to potential Shippers. A party may ensure that it falls within the definition of a "Potential Shipper" by sending a request to Northern at:

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000

ATTN: Customer Service

C. Internet

Northern has established an HTML page accessible via the Internet's World Wide Web, at <https://www.northernnaturalgas.com>. Northern will make all pertinent website functions and information available via the Internet. The following information is posted.

1. Notices (critical notices, operation notices, system wide notices, etc.).
2. Standards of Conduct information.
3. Operationally available and unsubscribed capacity.
4. Index of customers.
5. Northern's FERC Gas Tariff.
6. Agreements and forms for electronic business transactions.

D. Electronic Execution of Documents

1. Northern and a Shipper shall agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish requests and contracting for service by electronic means.
2. A Shipper may submit a Request for Service in accordance with Section 26 of the GENERAL TERMS AND CONDITIONS of this Tariff electronically. The requirement for submitting a valid Request for Service shall be deemed satisfied when accomplished by electronic means. In such event, Northern may tender a Service Agreement, and a Shipper and Northern may enter into and execute a Service Agreement, in accordance with any applicable Rate Schedule of this Tariff by electronic means, provided the requirements of the applicable Rate Schedule and any other GENERAL TERMS AND CONDITIONS of this Tariff are met.
3. Northern and Shipper may enter into transactions and create binding obligations by means of electronic execution of documents under these procedures. These documents include, but are not limited to, service agreements, amendments to service agreements, capacity release transactions, OBAs, and any other agreements or forms that Northern shall make available on its Internet website (Documents). Execution of these documents under the terms mutually agreed for electronic means shall be considered in connection with any transaction, to be a "writing" or "in writing" and any such Document shall be deemed for all purposes (a) to have been "signed" (Signed Documents) and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. All parties agree not to contest the validity or enforceability of such electronic signatures under the provision of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, provided that the signature has been made in accordance with the terms of this Tariff. Further, Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in paper documentary forms.
4. Any document generated by the parties with respect to this Tariff or any agreement may be imaged and stored electronically ("Image Documents"). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

19. LIMITATIONS OF NORTHERN'S OBLIGATION TO PROVIDE FIRM SERVICES

19.1 General

- A. In the event a curtailment must be effected, the smallest affected area will be localized beginning with individual points, followed by an Operational Zone, Market/Field Area, and up to the entire system, in that order. Curtailment will proceed in the following sequence:
1. TI will be curtailed on the basis of lowest price first.
 2. Firm service at primary or alternate points will then be curtailed on a pro rata basis.
- B. If Shipper takes gas in excess of the volume of gas authorized for delivery on any day Northern has ordered reduced deliveries, Shipper shall be subject to a penalty for takes of gas in excess of the authorized volume, without any tolerance. The penalty shall be equal to the Punitive DDVC rate set forth in Part 4, Section 8. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.
- C. If TI receipt point volumes continue to flow during a curtailment at Northern's request, such volumes during such curtailment will not be subject to receipt point scheduling penalties.
- D. Northern shall also have the right to reasonably limit supply service and/or reduce receipts or deliveries of natural gas in conjunction with the throughput capacity under Throughput Service Agreements on part or all of Northern's system according to the above (1) to permit maintenance, repair, overhaul, replacement or construction of pipelines, compressors, metering, regulating and other production, and transmission facilities and equipment; (2) to assure the availability of capacity for receipts or deliveries equitably under Northern's firm Rate Schedules included in this Tariff in cases where natural gas does not conform to the quality specifications contained in the Tariff. Northern shall provide Shipper reasonable advance notice of routine maintenance, repair, overhaul or replacement.
- E. Unless Northern and Shipper mutually agree to limit hourly takes to less than 6.3% for incremental entitlement, Northern shall have the right on a nondiscriminatory basis to restrict the hourly takes of gas by the Shipper in the Market Area to 6.3% of the entitlement plus any excess volumes authorized under the Firm Service Agreement. Such restrictions may be ordered by Northern, when necessary in Northern's judgment to maintain operational integrity, and shall be complied with by the Shipper. Electronic flow measurement and flow control equipment is required at any point where Northern and a Shipper have agreed to lower hourly takes. The hourly take rate will be applicable to the primary point(s) on the Shipper's Service Agreement only. If the Shipper nominates an alternate point (including capacity release) the Shipper may retain the more restrictive contractual hourly flow limitation if capacity is available at the point. Alternatively, Northern and the Shipper may mutually agree to a different hourly flow limitation at the alternate point. In the event a Shipper that has agreed to limit hourly takes to less than 6.3% for incremental entitlement does not comply with Northern's order to restrict hourly takes, Shipper shall pay a penalty equal to the Punitive DDVC charge set forth in Part 4, Section 8. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In the Field Area, Northern and Shipper may mutually agree to hourly takes of 4.16% of the new or extended entitlement at the delivery point, subject to the necessary construction of facilities and Northern being operationally capable of providing the hourly flow rate. To the extent construction of facilities is required to deliver gas at an hourly rate of 4.16%, Shipper shall be responsible for reimbursement of the associated costs. Northern and Shipper may mutually agree upon the method of reimbursement. Further, electronic flow measurement and flow control equipment is required at any point where Northern and a Shipper have agreed to such hourly takes. Northern will evaluate any such requests for negotiated hourly flow rates on a not unduly discriminatory basis.

- F. Upon reasonable request of Shipper, Northern shall furnish information and copies of affidavits with respect to curtailments of Firm Service ordered under the provisions of this Section.
- G. In the event end use curtailment is re-imposed by an order of the Federal Energy Regulatory Commission or by court order, the provisions in this Section 19 pertaining to pro rata curtailment will be superseded and curtailment shall be effected on an end use basis.
- H. For purposes of Section 19, Operating integrity will be determined using the following criteria: Weather forecast for the Market Area and for the Field Area; system conditions consisting of line pack, overall projected pressures at monitored locations, and storage field conditions; facility status defined as horsepower utilization and availability; and overall send-out projection and availability.

19.2 Supply

A. Receipt Point Supply Shortfall

If Northern experiences under deliveries of quantities of gas into Northern's system which render Northern unable to meet its total throughput obligations and affect the operating integrity of its system, Northern shall have the right, after providing as much advance notice as possible, to interrupt deliveries in the affected area until Northern is able to identify the Producer(s) or Shipper(s) who have failed to tender volumes equal to the volumes nominated and scheduled. Curtailment will be effected in the following sequence after Northern has made a diligent effort to identify the deficient source:

1. If the deficient source(s) are known, Northern will curtail the corresponding market.
2. If the deficient source(s) are unknown, the smallest affected area at the receipt point will be localized and curtailed in the following sequence:
 - a. Interruptible throughput will be curtailed on the basis of the lowest TI price first;
 - b. Firm service at primary or alternate points will then be curtailed pro rata.

Corresponding markets will be curtailed in the same sequence described in paragraphs 2.a. and 2.b. above.

Receipt point volumes which are independently verifiable by Northern will not be subject to the receipt point supply shortfall provisions.

After receiving notification pursuant to this Section, Shippers who are able to confirm their deliveries to Northern will be permitted to resume their service in a reasonable period of time after such confirmation. Confirmation shall mean that Northern is able, in good faith, to determine that the shipper's gas is being received, or shipper has provided to Northern an affidavit in a form acceptable to Northern confirming their deliveries.

The foregoing provisions shall not relieve Northern from responsibility for acts of negligence or willful misconduct in implementing curtailment.

In the event of a receipt point supply shortfall, the following compensation provision will apply: the Shipper(s) who were responsible for the supply shortfall which triggered the temporary supply interruption will compensate the other Shipper(s) who were not responsible for the temporary supply interruption but were curtailed during the interruption up to the level of each responsible Shipper's takes. The measure of compensation for curtailed gas in a temporary supply interruption will be a rate of two hundred seventy-five percent (275%) of the daily arithmetic average of the three (3) price discovery points of Panhandle, Tx. - Okla, Northern (demarc) and Northern (Ventura) as reported in the publication "Gas Daily" under its Daily Price Survey column, per Dth, for the day(s) of interruption. This provision for compensation is considered a liquidated damages clause and, therefore, shall be the only measure of compensation for parties who did not receive their scheduled quantity during the curtailment.

B. Receipt Point Supply Excess

If Northern experiences over deliveries of quantities of gas into Northern's system which affect the operating integrity of its system, Northern shall have the right after providing as much advance notice as possible, to curtail receipts in the affected area until Northern is able to identify the Shipper(s) who are tendering volumes in excess of the volumes nominated and scheduled. Curtailment will be effected in the following sequence after Northern has made a diligent effort to identify the over delivering source:

1. If the over delivering source is known, Northern will require the Shipper to reduce its deliveries to Northern.
2. If the over delivering source is unknown, the smallest affected area at the receipt point will be localized and curtailed in the following sequence:
 - a. Interruptible throughput will be curtailed on the basis of lowest TI price first.
 - b. Firm service at primary or alternate points will be curtailed pro rata.

Receipt point volumes which are independently verifiable by Northern will not be subject to the receipt point supply excess provisions.

19.3 Capacity

A. Receipt Point Capacity Constraint

In the event of a receipt point capacity constraint, the smallest affected area at the receipt point will be localized and associated deliveries will be curtailed in the following sequence:

1. Interruptible throughput will be curtailed on the basis of the lowest TI price first;
2. Firm service at primary or alternate points will be curtailed pro rata.

Corresponding markets will be curtailed in the same sequence described in paragraphs 1. - 2 immediately above.

B. Delivery Point Capacity Constraint

1. In the event deliveries must be interrupted due to a Delivery Area Capacity constraint, the smallest affected area at the delivery area will be localized and curtailment will be effected in the following sequence:

- a. Interruptible throughput will be curtailed on the basis of the lowest TI price first;
- b. Firm service at primary or alternate points will be curtailed pro rata;
- c. Where there is a constraint at an interconnect, firm service will be curtailed pro rata.

2. Branchline - Affected Area

Notwithstanding the provisions in Section 19.3.B.1. above, any curtailment of deliveries below the total Firm Service MDQ contracted for on any day will be effectuated by operational area on a uniform basis except as provided below:

- a. Northern shall have the right to curtail deliveries of gas in any area on its system pursuant to the following:
 - i. Northern shall determine the areas of its system deemed to be "affected areas" in order to deal with shortfalls in capacity and/or supply.
 - ii. Northern shall notify the Point Operator(s) receiving gas at the delivery point(s) in the Affected Area(s).
- b. In the event a curtailment must be effected the smallest affected area will be localized. Interruptible throughput will be curtailed first on the basis of the lowest TI price first. Northern shall then curtail deliveries above the level of other firm entitlement attributed to the TBS or community in the Affected Area before curtailing below such firm entitlement. If it is necessary to curtail below firm entitlement, Northern will do so pro rata.

19.4 Emergency Exemption

During periods of curtailment of Firm Service, upon notification by a firm Shipper that such curtailment would result in an emergency situation where relief from curtailment is required to forestall irreparable injury to life or property, including environmental emergencies, Northern shall have the right, in order to respond to such emergency, to exempt an ultimate consumer or Shipper from curtailment under this Section. Upon receipt of the request for exemption, Northern will adjust the curtailment of all other shippers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the emergency situation. While Northern will make adjustments in curtailment promptly upon granting the exemption, the exempted Shipper will submit within twenty-four (24) hours to Northern a sworn statement, including a detailed verification of the emergency situation and the ultimate customer(s) involved and the precise volume delivered to such consumer or consumers. In addition, the sworn statement must attest as follows:

- (1) said Shipper is serving end users who would suffer an irreparable injury to life or property, including environmental emergencies, if curtailed;
- (2) said Shipper has discontinued service to its interruptible customers including Shipper's own interruptible use, and has taken all other actions consistent with prudent operations to cope with the emergency;
- (3) said Shipper has not relied on interruptible transportation to serve the end users referenced in (1) above at the time of curtailment;
- (4) said Shipper has not relied on purchases of interruptible gas to serve the end users referenced in (1) above at the time of curtailment; and
- (5) said Shipper at the time of curtailment has curtailed its customers not in danger of suffering an irreparable injury to life or property, including environmental emergencies.

The submission of an affidavit limits compensation for the gas taken by the Shipper exempted from curtailment pursuant to this Section 19.4. above its curtailment share to the liquidated damages pursuant to Section 19.6.(1). If no affidavit is submitted within the required period, or if the affidavit is determined to contain false information, then the exempted Shipper will be required to compensate the other curtailed Shippers according to Section 19.6.(1) and will not be limited by said liquidated damages provision. Shipper will also be subject to any DDVC's as set forth in Section 19.1.B.

Once Northern has called a capacity curtailment, Northern will not accept or schedule any subsequent nomination in excess of a customer's pro rata allocation as adjusted for this emergency exemption provision and for Section 19.5.

Northern shall not be held liable for granting an emergency exemption under this Section.

19.5 Contracts to Divert Supply During a Curtailment

Northern will make its website available for "Curtailment Supply Wanted" and "Curtailment Supply Available" so that firm Shippers can enter into voluntary contractual arrangements to provide for supply in the event of a curtailment. Under such an arrangement, a curtailment supplier will, during the period of curtailment, divert its supply by limiting its takes up to the quantity specified in the contract within four hours of the emergency curtailment announcement. Contract parties who do not receive gas under said contract during a curtailment must pursue whatever remedies they have for breach of contract.

19.6. Curtailment Compensation Plan

In the event a firm Shipper, who has not entered into a contract to have its supply diverted, as described in Section 19.5. above, has its supply diverted during a curtailment, or is not permitted to use or schedule capacity up to its initial pro rata curtailment share of capacity during the curtailment due to an emergency exemption, the following compensation procedure will be followed:

- (1) In the event that scheduled and confirmed flowing gas supplies are diverted from a firm Shipper, the measure of daily compensation for supply shall be a rate of two hundred seventy-five percent (275%) of the daily arithmetic average of the three (3) Price discovery points of Panhandle, Tx.- Okla. Northern (demarc) and Northern (Ventura as reported in the publication "Gas Daily" under its Daily Price Summary column per Dth, for the day(s) of curtailment, plus one hundred percent (100%) of all daily transportation demand charges.

In the event a Shipper is unable to use or schedule its capacity up to its initial pro rata curtailment share of capacity during the curtailment due to an emergency exemption, the measure of daily compensation is one hundred percent (100%) of all daily transportation demand charges for the difference between the Shipper's initial pro rata curtailment share of capacity and the adjusted level of pro rata curtailment capacity.

This provision for compensation is considered a liquidated damages clause and therefore, shall be the only measure of compensation for parties who did not receive their scheduled quantity during the curtailment and/or were not able to use their capacity up to their initial pro rata curtailment share of capacity. Northern will take all reasonable steps to collect such compensation from the parties receiving gas above their scheduled quantity or capacity above their initial pro rata share during the curtailment and will pay any amounts collected under this provision to the parties who did not receive their scheduled quantity or their initial pro rata curtailment share of capacity during the curtailment. However, in the event Northern is unable to collect such compensation from the responsible parties after taking all reasonable steps, Northern shall not be liable for payment to the parties entitled to such compensation.

- (2) In no event will Shippers involved in a dispute as to the diversion of their gas during a curtailment seek to hold Northern liable for direct or consequential damages resulting from the diversion of gas. Further, it is clearly understood that Northern will act merely as a conduit with respect to any role it may have in the collection of monies as payment for diverted gas.

19.7 Liability

If Northern reduces deliveries pursuant to this Section 19, Northern shall not be contractually or otherwise liable to Shipper or to any other person for any damages whatsoever because of any reductions of deliveries.

20. NGA SECTION 4 RIGHTS

Northern shall have the unilateral right, at any time and from time to time, to file with the regulatory bodies having jurisdiction to change:

- (1) any rates and/or charges applicable to Rate Schedule(s);
- (2) any provisions of Rate Schedule included in this Tariff; and/or
- (3) any provisions of the GENERAL TERMS AND CONDITIONS of this Tariff.

Without prejudice to Shipper's right to protest the same, Northern shall have the right to place such changes into effect as authorized by such regulatory body. The Service Agreement shall be deemed to include such changes and any other revisions which become effective by operation of law and/or Commission Order.

21. ALTERNATIVE DISPUTE RESOLUTION (ADR)

Northern and Shipper may, on a not unduly discriminatory basis, agree to alternative forms of dispute resolution, but in no event can Northern's agreement be contingent on Shipper giving up rights that are otherwise provided for in the Tariff. Northern will not withhold discounts or other benefits if a Shipper does not agree to ADR.

22. RESERVATION CHARGE CREDITS

A. Availability of Credit

If Northern fails to provide primary deliveries under a Firm Throughput Service Agreement(s) to Shipper that are scheduled on Gas Day 1 or required on any Gas Day, Shipper, subject to the provisions of this Section 22, may be eligible for a reservation charge credit. To the extent quantities flow through an Alternate Receipt Point(s) and/or Alternate Delivery Point(s), no reservation charge credit will be applicable.

B. Individually Negotiated Provisions

Northern and Shipper may agree to negotiate reservation charge credits. Shippers with Firm Throughput Service Agreements with individually-negotiated provisions relating to reservation charge credits shall be subject to the terms of such agreement.

C. Definitions

For the purpose of this Section 22 only, the following definitions apply:

1. "Adjustment" means the per Dth credit to the Shipper's equivalent daily reservation charge that Shipper may be eligible for due to the occurrence of an Event.
2. "Event" means the occurrence of an operational impairment that impacts the use of Northern's system under a Firm Throughput Service Agreement(s), such that Shipper's Nominated Quantities are not delivered by Northern from Shipper's Primary Receipt Point(s) to Shipper's Primary Delivery Point(s). An Event commences as set forth in the applicable Notification.
3. "Notification" means Northern's posting of an Event caused by Force Majeure or caused by other than Force Majeure (non-Force Majeure) on its customer activities website. For purposes of this Section 22, for the two years commencing on January 1, 2013, Force Majeure includes outages due to Pipeline and Hazardous Materials Safety Administration ("PHMSA") orders pursuant to section 60139(c), Maximum Allowable Operating Pressure, of Chapter 601 of Title 49 of the United States Code ("section 60139(c)"). To the extent reasonably known, Notification will include a description of the Event, when the Event commenced, the anticipated duration of the Event, the areas of Northern's system and Delivery Point(s) expected to be impacted during the Event, and the specific PHMSA order issued pursuant to section 60139(c), if applicable.
4. "Shipper's Nominated Quantities" means
 - a. If Notification is provided after the deadline for submitting nominations in the Timely Nomination Cycle, the quantities nominated by Shipper at Shipper's primary points affected by the Event, up to Shipper's MDQ;
 - b. If Notification is provided before the deadline for submitting nominations in the Timely Nomination Cycle, Shipper's Nominated Quantities will mean the lesser of (i.) or (ii.) below where:
 - i. is Shipper's MDQ associated with Shipper's primary points affected by the Event; and

- ii. is the average quantities delivered by Northern at Shipper's primary points affected by the Event during the seven days immediately prior to an Event for the remaining days of the first calendar month of the Event. If the Event continues beyond the first calendar month, (ii.) is the average daily deliveries of the same calendar month of the previous year for each day of the subsequent month(s), unless the Shipper did not have MDQ at the affected point(s) during the applicable month of the previous year, in which case (ii.) shall be the seven days immediately prior to the Event. In all cases (ii.) shall be adjusted upward or downward proportionally for any increase or decrease in the MDQ of the affected primary point(s).
 - c. Shipper's Nominated Quantities do not include quantities reduced as a result of the operator confirmation process, a failure to meet Northern's quality specifications or other actions beyond the direct control of Northern, other than a Force Majeure on Northern's facilities.
5. "Undelivered Quantities" means the amount by which Shipper's Nominated Quantities exceed the quantities delivered by Northern to the affected Primary Delivery Point(s) as a result of an Event. In no event shall Undelivered Quantities exceed the Point MDQ and the Undelivered Quantities at all Delivery Point(s) in aggregate cannot exceed the total MDQ set forth in Shipper's Firm Throughput Service Agreement.

D. Determination of Adjustment

Subject to the provisions of this Section 22, the applicable Adjustment for the reservation charge credit shall be as set forth below. To the extent Northern makes available the Shipper's Nominated Quantities at the Primary Delivery Point(s), there shall be no Adjustment. Adjustments associated with this Subpart D. are subject to Subpart E (Temporary Capacity Release) and Subpart F (Segmented Transactions) of this Section 22, as applicable. If a Shipper is paying a volumetric rate, no Adjustment will be applicable.

- 1. Calculation of Adjustment for Force Majeure. Beginning on Gas Day 1 and continuing for the duration of the Force Majeure, if the rate Shipper would pay is the maximum applicable Tariff reservation rate (or greater, in the event of a negotiated rate) for the Undelivered Quantities, the Adjustment shall be equal to 26.38% of the maximum applicable Tariff reservation rate per Dth per day (referred to herein as "Profit"). If the rate Shipper would pay is less than the maximum applicable Tariff reservation rate, the Adjustment shall be equal to the amount by which the Profit exceeds the amount of the maximum applicable Tariff reservation rate less the Shipper's rate. In no event will the Adjustment be greater than Northern's Profit.
- 2. Calculation of Adjustment for non-Force Majeure. Beginning on Gas Day 1 and continuing for each day Shipper has Undelivered Quantities as a result of non-Force Majeure, the Adjustment shall be the reservation rate payable by Shipper multiplied by the Undelivered Quantities. In no event will the reservation rate used to calculate the Adjustment be higher than the maximum applicable tariff reservation rate.
- 3. Calculation of Adjustment - General.
 - a. If all or a portion of Shipper's Nominated Quantities are not scheduled by Northern in the Timely Nomination Cycle and Shipper nominates the unscheduled quantities (Unscheduled Quantities) on a third-party pipeline, Shipper shall not be required to nominate in the Evening Nomination Cycle to receive an Adjustment. To the extent Shipper nominates, and Northern schedules, previously Unscheduled Quantities in a

subsequent nomination cycle, Shipper's Adjustment shall be appropriately reduced to account for the quantities delivered by Northern. Shipper shall provide a representation to Northern that it nominated its Unscheduled Quantities on a third-party pipeline as a result of Northern's inability to provide primary firm service.

- b. If, on any Gas Day, the sum of Subpart C.4.b.(i.) above, Shipper's Undelivered Quantities and Subpart C.4.b.(ii.) above the total nominations submitted by Shipper and delivered by Northern at any and all points exceeds the MDQ set forth in Shipper's Firm Throughput Service Agreement, the quantities used to calculate the Adjustment shall be Shipper's MDQ minus the quantities delivered by Northern.

E. Temporary Capacity Releases

1. If the Replacement Shipper's reservation rate is lower than the Releasing Shipper's reservation rate, Northern will provide an Adjustment to the Replacement Shipper that is calculated in accordance with Subpart D. of this Section 22 using the reservation rate payable by the Replacement Shipper. Northern shall continue to credit the Replacement Shipper's reservation charge to the Releasing Shipper.
2. If the Replacement Shipper's reservation rate is higher than the Releasing Shipper's reservation rate, Northern will provide an Adjustment to the Replacement Shipper that is calculated in accordance with Subpart D. of this Section 22 using the reservation rate payable by the Releasing Shipper. Replacement Shipper will pay Northern the "Excess Reservation Charges," which is an amount calculated by multiplying the Replacement Shipper's Undelivered Quantities by the amount by which the Replacement Shipper's reservation rate exceeds the Releasing Shipper's reservation rate. Northern will credit the Releasing Shipper's invoice by the sum of the Releasing Shipper's reservation rate and the Excess Reservation Charges paid by the Replacement Shipper.
3. If the Replacement Shipper is paying a volumetric rate, no Adjustment will be provided.

F. Segmented Transactions

If Shipper segments for its own use or for capacity release, all such segmented transactions will be treated as one transaction under the original Firm Throughput Service Agreement. Any Adjustment pursuant to this Section 22 will be limited to the Point MDQ under Shipper's original Firm Throughput Service Agreement prior to segmentation, and in no instance will the Adjustment(s) related to segmented transactions be greater than the Adjustment that would have been applicable if there had been no segmentation.

G. Capacity Request

Northern reserves the right to reject requests for incremental capacity or realignment into an affected area for the duration of the Event after an Event notification has been posted.

H. Adjustments to Invoices

Northern will calculate the Adjustment due Shipper. If Shipper has a Firm Throughput Service Agreement(s) with different rates in the area(s) affected by the Event, the Adjustment will be calculated based on the lowest rate(s) first. Such Adjustment will be reflected in Shipper's invoice in the following billing cycle.

23. RESERVED FOR FUTURE USE

24. RESERVED FOR FUTURE USE

25. RESERVED FOR FUTURE USE

26. REQUESTS FOR SERVICE

26.1 Processing Requests

To initiate or amend service under Rate Schedules TF, TFX, GS-T, TI, FDD, PDD, IDD, ILD, SMS and MPS, a valid request must be submitted to Northern. The information required for a request is described in Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff. Requests to extend a Service Agreement pursuant to the terms of the agreement do not require a valid request under this Section (e.g., grandfathered rollovers, extension rights or Right of First Refusal).

All requests must be: (1) electronically submitted via Northern's Internet website; (2) faxed to the fax number posted on the website; (3) emailed to the email address posted on the website; or (4) submitted in accordance with an open season. All requests will be deemed received only when the information is provided by one of the methods above. Requests for service will be processed in the order they are received and in accordance with the Posting and Awarding of Capacity Subsection below. Requests submitted in an open season shall be deemed received at the same time.

For firm services, a request must include the following information for Northern to determine if capacity is available:

- (1) the firm contract quantity;
- (2) the Point(s) of Delivery (if the Point of Delivery is an Operational Zone, Shipper must additionally specify the firm quantity attributable to each Town Border Station (TBS) included in the Operational Zone);
- (3) the Point(s) of Receipt;
- (4) the firm quantities applicable to the respective Point(s) of Receipt and Point(s) of Delivery; and
- (5) the term of service.

As soon as all of the information required to process a request for firm service has been obtained, Northern shall have seven (7) Workdays to determine if capacity is available and whether the capacity will be awarded as determined in accordance with the Posting and Awarding of Capacity Subsection below. Except as provided below, a request for firm service, or a portion thereof, will be rejected if firm capacity to render the service is not available, and Northern shall so notify the Shipper within the seven (7) Workdays provided above.

Requests received pursuant to an open season and requests that require construction of facilities will be processed in accordance with any open season notice and/or facilities agreement (including precedent agreement) entered into by the parties.

If Shipper submits a request by the fifth (5th) day of a month to amend a primary receipt or delivery point, to the extent that capacity is available, Northern will submit an amendment to Shipper such that Shipper may return the executed amendment five (5) days prior to the end of the month and then may nominate receipts from the amended point for delivery by the first of the following month. Further, in a force majeure situation, Shipper may request a change in primary receipt or delivery points pursuant to this Section.

Once Northern has obtained all information required for a valid request, determined that service requested is available to Shipper, and for firm service, determined that capacity is available and that Shipper has been awarded capacity, Northern shall send, for execution, to Shipper a Service Agreement or amendment. If, prior to Northern receiving all of the information required, a subsequent request for firm service is received for the same capacity, Northern will so notify the first requestor and shall provide a reasonable time limit, not to exceed five (5) Business Days, for the information to be provided or the request will be null and void. For agreements that impact capacity, Shipper shall have thirty (30) days from the date of tender in which to execute the Service Agreement or amendment and return it to Northern, or Shipper's request shall be deemed null and void. Northern is not required to tender a Service Agreement for service at a rate less than maximum rate.

The effective date of any Service Agreement shall be that agreed to by Northern and the Shipper and shall be set forth in the Service Agreement. The effective date of any Service Agreement may be contingent upon the receipt and acceptance of any necessary regulatory approvals and the completion of the construction of any facilities needed to provide such service.

If Northern determines that incomplete or inaccurate information has been submitted to effectuate the throughput service which causes such service to not comply with the Commission's regulations then Northern shall notify Shipper of such discrepancy within 45 days of the effective date of the Service Agreement. Shipper must respond to Northern within 5 Business Days; otherwise, such Service Agreement will terminate.

26.2 Posting and Awarding of Capacity

Northern shall post and award available capacity in accordance with this Section 26. Northern shall post weekly its available capacity on the website. Northern shall have the right to (1) post notices for solicitation of bids for particular segments of capacity for service to start immediately or in the future or (2) conduct open seasons for expansion projects including requests for incremental service at a date later than the in-service date of the expansion facilities. Any open season for capacity will be conducted for a period of no less than five and no more than sixty Business Days. The open season may include generally available capacity and/or capacity resulting from an expansion project. The open season notice will include the following:

- (a) the location of the capacity and/or proposed expansion;
- (b) the total quantity, if applicable; and
- (c) the date capacity is available and/or proposed to be available.

Such notice may include a bid evaluation methodology and/or if the open season includes service to start at some time in the future, the bid methodology will include a net present value analysis, in which case the posting will be made at least three (3) days prior to bidding. In addition, Northern will post whether bids have been received and show the full net present value (NPV) analysis for the highest bid received, the Shippers' bids, and provide the actual calculation of the NPV with sufficient clarity to permit bidders to duplicate the results. In the event Northern receives bids for new capacity, the capacity will be allocated to the best bid.

In the event a specific bid evaluation methodology has not been posted, the default methodology for the best bid will be the bid with the highest total NPV. The NPV is the discounted cash flow of incremental revenues to Northern for service. Incremental revenues are those revenues above and beyond the current revenues which Northern already receives from reservation charges being paid prior to the bid period.

Northern will utilize the standard NPV calculation based on the revenue stream over the specified term (which shall not exceed twenty (20) years), discounted by the FERC interest rate to determine the highest total incremental revenues. If an alternate bid evaluation methodology is used, Northern will post the evaluation factors to be utilized along with each factor's weight. The NPV calculation shall include only revenues generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum Recourse Rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse Shippers. For purposes of NPV evaluation, the aggregate NPVs of two or more bids for contiguous service may be considered provided that the combined capacity under those bids does not exceed the maximum capacity available for bid. For purposes of bid comparisons in allocating capacity, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate and for purposes of bid comparisons in allocating capacity, guaranteed throughput volume service applies only in the case of a negotiated rate.

To the extent necessary, Northern will allocate capacity among requests on a pro rata basis. However, any requested capacity at a point which is greater than the total capacity available at that point will be allocated as if the request was for the maximum capacity available at that point.

26.3 Reservation of Capacity – Expansion Projects

Northern may elect to reserve for a future expansion project any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Northern may only reserve capacity for a future expansion project for which an open season has been or will be held within one (1) year of the date that Northern posts such capacity as being reserved. Prior to reserving capacity for an expansion project, Northern shall first post for bid all of its available capacity on its website for at least five (5) Business Days before capacity will be reserved.

Capacity may be reserved for expansion projects only for a 12-month period prior to Northern filing for certificate approval for construction of proposed expansion facilities, and thereafter until the effective date of any Service Agreement related to the certificate filing or the date the expansion facilities are placed into service.

If Northern reserves capacity for an expansion project, it will notify Shippers of its intent as part of Northern's posting of capacity on its Internet website. Northern's posting for reserved capacity for future expansion projects shall include the following information: (1) a description of the project for which the capacity will be reserved; (2) the total quantity of capacity to be reserved; (3) the location of the proposed reserved capacity on the pipeline system; (4) whether, and if so when, Northern anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (5) the projected in-service date of new facilities; and (6) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal. Northern will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project. The reservation posting or open season will include a non-binding solicitation for turnback capacity from Northern's existing Shippers to serve the expansion project. In the event Northern includes the solicitation for turnback capacity in the reservation posting, the reservation of capacity must be posted no later than 90 days following an open season for a project.

Any capacity reserved under this Subsection 26.3 will be made available for transportation service pursuant to Northern's GENERAL TERMS AND CONDITIONS on a limited-term basis. Northern reserves the right to limit any extension rights provided in the service agreement and pursuant to Section 52 - Right of First Refusal of the GENERAL TERMS AND CONDITIONS - commensurate with the effective date of any Service Agreement supporting an expansion project or proposed in-service date of any facilities. Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 30 days of the date the capacity becomes available, with the exception of capacity committed to in contracts entered into on an interim limited term basis during the period the capacity was reserved.

27. INFORMATION REQUIRED FOR A REQUEST FOR SERVICE

The information below is required for Northern to process a request for service and to tender a Service Agreement. If Northern does not have all of the applicable information, Northern will work with the Shipper to obtain it.

A. Base Information

- Shipper's name.
- Certification for transportation under NGPA Section 311(a)(1) executed by Shipper and by the "on behalf of" party. [if applicable]
- Eligible NGPA Section 311 "on behalf of" party (i.e., Intrastate, Hinshaw or LDC). [if applicable]
- Rate Schedule of the requested service.
- Requested term of service. (For interruptible and MPS services only the start date is needed.)
- Contract quantity requested.
- Point(s) of Receipt, if applicable.
- Point(s) of Delivery, if applicable.
- If firm service is requested, Shipper must specify the total firm quantity attributable to all requested Point(s) of Receipt and all Point(s) of Delivery. If the Point of Delivery is an Operational Zone, Shipper must additionally specify the firm quantity attributable to each Town Border Station (TBS) included in the Operational Zone.

B. Other Information

- Shipper's mailing address/e-mail addresses/telephone number.
- Name/address/telephone number for agent and complete agency designation. [if applicable]

C. Additional Information for Specific Service Types

- TF Service
 - MDQ for each Throughput Service(s) (TF12 Base, TF12 Variable, TF5 and TFF) and the Total Aggregate MDQ for the Market Area and Field Area.
- FDD Service
 - Storage Option (i.e., GIP, 3-Step, 4-Step, or EG).
 - Deferred delivery point.
- SMS Service
 - Corresponding Throughput Service Agreement Number.

- PDD Service
 - Requested storage parameters to complete the Appendix A.
- ILD Service
 - Delivery schedule (e.g., day, date, time).
 - Driver information and valid insurance.
- MPS Service
 - Pooling Points.
- Segmentation
 - If a Shipper is requesting to segment its Market Area service agreement, the following information is required:
 - (1) The contract number being segmented, including the applicable Rate Schedule.
 - (2) MDQ requested for segmentation purposes by point. If TF service is requested, Shipper must specify MDQ for each Throughput Service(s) (TF12 Base, TF12 Variable and TF5) and the Total Aggregate MDQ.
 - (3) Requested term of service for capacity being segmented.
 - (4) The request must include:
 - (a) If a Service Agreement has more than one receipt point requests should include the desired Primary Receipt Points for the Access Segment; and
 - (b) If a Service Agreement has more than one delivery point the requests should include the desired Primary Delivery Points for the Delivery Segment.
 - For information related to Field Area segmentation refer to Part 8, Subsection 56.2.

28. NOMINATIONS

28.1 Nomination Timeline

Northern will support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

- The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Service Requester (SR);
- 1:15 p.m. Nominations are received by Northern (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Northern sends the Quick Response to the SR;
- 4:30 p.m. Northern receives completed confirmations from Confirming Parties;
- 5:00 p.m. SR and Point Operator receive scheduled quantities from Northern.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

- The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the SR;
- 6:15 p.m. Nominations are received by Northern (including from TTTSPs);
- 6:30 p.m. Northern sends the Quick Response to the SR;
- 8:30 p.m. Northern receives completed confirmations from Confirming Parties;
- 9:00 p.m. Northern provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

- The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the SR;
- 10:15 a.m. Nominations are received by Northern (including from TTTSPs);
- 10:30 a.m. Northern sends the Quick Response to the SR;
- 12:30 p.m. Northern receives completed confirmations from Confirming Parties;
- 01:00 p.m. Northern provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

- The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the SR;
- 2:45 p.m. Nominations are received by the Northern (including from TTTSPs);
- 3:00 p.m. Northern sends the Quick Response to the SR;
- 5:00 p.m. Northern receives completed confirmations from Confirming Parties;
- 5:30 p.m. Northern provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

- The Intraday 3 Nomination Cycle
On the current Gas Day:
 - 07:00 p.m. Nominations leave control of the SR;
 - 07:15 p.m. Nominations are received by the Northern (including from TTTSPs);
 - 07:30 p.m. Northern sends the Quick Response to the SR;
 - 09:30 p.m. Northern receives completed confirmations from Confirming Parties;
 - 10:00 p.m. Northern provides scheduled quantities to the affected SR and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of the Evening, Intraday 1, Intraday 2 and Intraday 3 Nomination Cycles, “provide” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

28.2 Nomination Process

The Timely and Evening Nomination Cycles pertain to transportation for the upcoming Gas Day. The Intraday 1, Intraday 2 and Intraday 3 Nomination Cycles pertain to the current Gas Day. Together the Timely, Evening, Intraday 1, Intraday 2 and Intraday 3 Nomination Cycles shall be referred to as the grid-wide synchronization times. Northern will process nominations in addition to the grid-wide synchronization times subject to the additional Intraday nomination subsection herein, and accordingly Northern is not required to hold capacity for grid-wide nominations until a standard nomination cycle. Bumping will only be permitted during the Evening, Intraday 1 and Intraday 2 Nomination Cycles.

All nominations for service, including firm overrun, will be required to be electronically nominated by path, i.e. specific receipt point to specific delivery point, provided that for nomination purposes, a Point of Delivery in the Market Area or Argus Zone in the Field Area may be a currently established Operational Zone, applicable to deliveries to the facilities of a single LDC. For Shipper(s) with combined service for both Market Area and Field Area, nominations from the Field Area to the Market Area (or vice versa) must include a nomination to and from the NNG Field/MKT Demarcation (POI 37654).

Northern will accept facsimile nominations in the event of a failure of electronic nomination communication equipment.

Overrun quantities shall be nominated as a separate transaction. All nominations must include Shipper-defined begin dates and end dates. Additionally, the upstream and/or downstream contract information and rankings must be provided for a nomination to be valid.

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

Northern may accept "standing nominations," excluding intra-day nominations, for the then existing term of the Service Agreement. The term "standing nominations" shall mean a nomination of a specific volume to remain in effect until the earlier of:

- (1) the requested ending date of such nomination; or
- (2) a request by Shipper to change such nomination;

provided however, the term of the nomination is within the term of the Service Agreement.

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day should be the new confirmed quantity.

To the extent Northern's other scheduling requirements are met, a Shipper may redirect scheduled quantities to other receipt points upstream of a constraint point or delivery points downstream of a constraint point at any of Northern's subsequent nomination cycle(s) for the subject Gas Day, under the same contract, without a requirement that the quantities be rescheduled through the point of constraint.

With respect to the processing of requests for increases during the intraday nominations/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a

Request For Confirmation or an unsolicited Confirmation Response, the scheduled quantity for the previous nomination cycle for the subject Gas Day should be the new confirmed quantity.

With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

The total nomination at the Point(s) of receipt, less designated Fuel, if any, must equal the nominations at the Point(s) of Delivery. For in-kind fuel reimbursement methods, Northern will not reject a nomination for reasons of rounding differences due to fuel calculations of less than 5 dekatherms.

The Point of Receipt for all gas to be purchased from Northern shall be identified as the furthest point upstream where gas enters Northern-owned facilities.

A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating and scheduling; mutually agreed between the applicable parties for allocations and imbalance reporting; supported for invoicing (sales and purchase); and mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by the service provider.

Northern shall electronically initiate the confirmation process. At the end of each Gas Day, Northern should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, Northern should send an end of Gas Day Scheduled Quantity and Scheduled Quantity for Operator document. A receiver of either of these documents can waive Northern's requirement to send such documents.

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadlines.

Shipper shall deliver, or cause to be delivered, to Northern at the Point(s) of receipt on a uniform daily and hourly basis that quantity of natural gas that has been scheduled for transportation.

28.3 Intraday Nominations

An intraday nomination is a nomination electronically submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. The Evening, Intraday 1, Intraday 2 and Intraday 3 Nomination Cycles constitute Northern's standard Intraday nomination opportunities. For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes in delivery points of scheduled gas. Intraday nominations may be used to nominate new market or supply. Intraday nominations do not roll over and are applicable to one (1) day only and must include an effective time. All nominations, including intraday nominations, will be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations will include an effective date and time. The interconnected parties will agree on the hourly flows of the intraday nomination. Intraday nominations do not replace the remainder of standing nominations. There is no need to re-nominate if intraday nomination modifies existing nomination.

Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening, Intraday 1 and Intraday 2 Nomination cycles. Northern will provide notice of the applicability and types of penalties to be effective the following Gas Day for any bumped volumes on its website by 3:00 p.m. prior to the Gas Day. During non-critical periods, daily penalties will be waived for bumped volumes on the date of the bump. Northern will provide a separate notice of bumping in the same manner in which Northern provides notice of operational flow orders. Northern will provide notification of bumped volumes through the scheduled quantities statement. Northern will also electronically communicate notice directly to bumped Shipper's in accordance with the grid-wide timeline for scheduled quantities. Northern shall provide affected parties with notification of bumping through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of bumping. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of bumping to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery. Penalties related to the bumped volume will be waived if notice has not been provided.

Intraday nominations from a Shipper's effective FDD, PDD or IDD accounts will be scheduled subject to the storage parameters and available throughput capacity. If feasible, nominations throughout the Gas Day will be recognized to the extent they can be scheduled and confirmed. For firm service any such intraday nomination may not result in Shipper exceeding its MDQ. Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the TI Rate Schedule.

Northern shall have the right at any time to limit acceptance of an intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Such limitations may include, but are not limited to, a requirement that a receipt and delivery point must be either both in the Field Area or both in the Market Area. Any such limitation shall be posted on Northern's website with its justification.

28.4 Zone Nominations

For nomination purposes, a Point of Delivery may be defined as a currently established Operational Zone in the Market Area or Argus Zone in the Field Area that is applicable for deliveries to the facilities of a single LDC as well as delivery points in the same Operational Zone serving an electric generation plant where the LDC has a tolling arrangement. In the event that the electric generation plant is located behind the facilities of another LDC, then both LDCs and Northern must enter into an end-user allocation agreement as provided for in Section 30.E. of the GENERAL TERMS AND CONDITIONS of this FERC Gas Tariff. All zone delivery points must contain TBS specific entitlements. The total of the TBS specific entitlements must equal the zone delivery point entitlement; however, daily nomination and scheduling may be made by a zone nomination. An LDC may aggregate delivery points that serve power plants in an Operational Zone into a sub-zone for DDVC and imbalance purposes; provided, however, the Shipper must nominate such delivery points on an individual basis. Shipper must use commercially reasonable efforts to provide one-hour notification prior to flow to Northern's Gas Control Department of expected volumes and burn rate.

Standards for Operational Zone Boundary Changes. Shipper may request a change in the currently effective Operational Zone boundaries or may request that a delivery point(s) be moved from one Operational Zone to another. Such request shall be made in writing and shall set forth the name of the Shipper, the delivery point(s) involved, and the reasons for requesting the change or move.

1. Northern shall evaluate any such request using the following requirements:
 - a. Shipper has had delivery point(s) in the Operational Zone to which Shipper has requested the delivery point(s) be changed or moved for a period of at least twelve (12) consecutive months;
 - b. circumstances at the particular delivery point(s) that Shipper desires to change or move have changed from those existing at the time the existing boundaries were established, e.g., a change in ownership of the delivery point(s); a change in the size of the load at the delivery point(s); or an intervening change in Northern's Tariff which, in conjunction with the change or move in delivery point(s), would simplify Shipper's nomination process; and
 - c. the change will not result in negative operational consequences or other system management problems for Northern or other shippers. As part of the assessment of the operational and system management consequences of the requested change, Northern shall perform a flow study, based on the three most recent scheduling allocations in the Operational Zone in which the delivery point(s) specified in the Shipper's request currently are located, demonstrating how those allocations would have been affected had the delivery point(s) not been in that Operational Zone at the time of the allocations. To the extent Northern demonstrates that increased allocations, SOL, SUL or Critical Days or other operational or system management impacts will occur as a result of the change, the request will be denied.
2. If Northern determines that the requirements set forth in subsection 1. above have been met, Northern shall file a request for an Operational Zone boundary modification if no tariff changes are required or make a Section 4 tariff filing requesting Commission approval to make the proposed change or move. No such change or move shall be made until Commission acceptance has been obtained.

3. If the request is granted and negative operational or other adverse consequences result, Northern has the right to make a filing with the Commission to (a) restore the Operational Zone boundaries that existed prior to the change, or (b) return the delivery point(s) to the original Operational Zone. Pending the outcome of the filing before the Commission, Northern has the right to take interim actions that address the negative operational impact or other adverse consequences. Such interim actions include, but are not limited to, the actions set forth in (3)(a) and (3)(b) above.

28.5 Storage Balancing Service (SBS)

Storage Balancing Service (SBS) is where a Shipper may request Northern to automatically schedule volumes into or out of storage on behalf of the Shipper at such times when a Shipper is allocated at a supply/market point as long as the Shipper currently holds an FDD/IDD service agreement and as long as the scheduled quantity is within the storage parameters. To the extent imbalances or receipt and delivery point variances occur, Shipper shall be responsible for any applicable charges. To request this service, Shipper shall complete and submit the applicable form located on Northern's website.

28.6 Pooling Nominations

Pooling is: (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point and/or (2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. Pooling points have been established in Northern's Field and Market Areas to provide Shippers and Pooling Customers the means to aggregate supplies using a Pooling and/or Throughput Service Agreement for deliveries at a pooling point, in accordance with Rate Schedule MPS or the applicable Throughput Rate Schedule.

Northern and Shipper shall establish a procedure to electronically exchange information regarding receipt and delivery quantities in dekatherms to achieve a daily operational gas balance, and Shipper shall, upon request, furnish such data as Northern deems necessary to maintain control of its system, including, without limitation, established Btu content of the gas to be received by Northern. If Northern determines in its reasonable discretion that confirmation of nominations at certain Point(s) of Receipt and/or Delivery are necessary to maintain the integrity of its system, Northern will not schedule transportation unless the party causing the gas to be delivered for Shipper's account into Northern's system at the Point(s) of Receipt confirms such deliveries and that the party receiving gas from Northern's system for Shipper's account at the Point(s) of Delivery confirms that it will receive such volumes.

29. ALLOCATION OF CAPACITY

29.1 Scheduling

Firm Throughput Services at primary points shall be scheduled first and shall be given the highest priority. Firm Throughput Service at alternate points shall be scheduled next, before interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

In the event capacity must be allocated on part or all of Northern's system, then on the respective part of Northern's system, Firm Throughput Services shall be given the highest priority for scheduling purposes. Therefore, Northern will schedule firm throughput customers' volumes in accordance with the provisions of Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the GENERAL TERMS AND CONDITIONS of this Tariff.

Northern will use Shipper-provided path priorities and rankings when making reductions during the scheduling process, when the path priorities and rankings do not conflict with other provisions within Northern's Tariff.

In the Market Area, in the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. In the Field Area, in the event more than one firm Shipper nominates the same alternate delivery point, the scheduling priority for the Shipper nominating within the contract path will be before the Shipper nominating outside the contract path. All within-the-path alternate delivery points will be scheduled on a pro rata basis; all outside-the-path alternate delivery points will be scheduled on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump TI Shippers at any time in accordance with Section 28, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff.

To the extent that capacity remains, Northern shall schedule TI, TF overrun and TFX overrun on the basis of the nominated TI, TF overrun and TFX overrun commodity path rate. For the purpose of allocating capacity, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate.

29.2 Curtailment

If Northern is experiencing a shortfall or excess in receipts which affect the operating integrity of its system, only until Northern is able to determine the Producer or Shipper who has failed to tender volumes equal to the volumes nominated and scheduled, Northern shall have the right, after providing as much advance notice as possible, to interrupt deliveries concerning the affected area as provided in the Receipt Point Supply Shortfall or Excess provisions of Section 19 of the GENERAL TERMS AND CONDITIONS of this Tariff.

A. Interruptible Throughput

After volumes have been scheduled, Northern has the right to curtail receipts and/or deliveries of natural gas below the scheduled volume if the available capacity for such quantity is reduced as a result of force majeure or any operational consideration reasonably determined by Northern. Northern shall curtail all scheduled Overrun volumes and scheduled volumes under Interruptible Throughput Service Agreements on the basis of the lowest path rate first.

B. Firm Services

In the event capacity must be allocated on part or all of Northern's system, Firm Throughput Services will be the last category to be curtailed. Such curtailment shall be allocated on a pro rata basis except as provided in Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the GENERAL TERMS AND CONDITIONS of this Tariff.

29.3 Carlton Resolution

Up to 250,000 Dth/day of gas is needed at Northern's interconnect with Great Lakes Gas Transmission Company at Carlton, Minnesota (Carlton) in order to meet firm Market Area requirements. The following Tariff provisions are provided for in the Carlton Stipulation and Agreement of Settlement filed in Docket No. RP96-347 on October 28, 1996 (Settlement) and Docket No. RP01-382. Northern will reappraise the need for the 250,000 Dth/day on an annual basis prior to the commencement of the heating season.

A. Allocation of Sourcing Requirement at Carlton

All firm Market Area entitlement existing as of November 1, 1996 with a term in effect through March 31, 1998, excluding Other Carlton Entitlement and firm entitlement associated with the Coal Gasification Plant, currently in effect for the full five (5) months of the heating season (Sourcers) will be required to source volumes at Carlton in the amount shown on Schedule 1 of the Settlement, (and may be reallocated pursuant to Subpart 29.3.B. below).

Carlton includes other operationally feasible receipt points that resolve the Carlton situation as determined by Northern may be utilized by Sourcers in place of Carlton.

Other Carlton Entitlement, also shown on Schedule 1 of the Settlement, is entitlement held by Shippers at Carlton above the current Carlton Resolution amount of 250,000.

Any Sourcer may assign its rights (such as compensation) as well as its sourcing obligation to another Shipper subject to notification to Northern two (2) Workdays in advance of such assignment.

B. Buyout

The Parties listed on Appendix B of the Carlton Settlement (Appendix B Parties) may elect to buy out of the sourcing obligation each year. The amount to be paid to buyout shall be equal to \$0.083 for the heating season commencing November 1, 2001 through March 31, 2002 and \$0.19 for each heating season thereafter times their daily sourcing obligation as set forth on Schedule 1, times 151 days for each Heating Season. The Appendix B Parties buying out of the obligation are required to notify Northern no later than August 1 each year. Sourcers on Schedule 1 will be updated annually for the limited purpose of reflecting any reallocation as a result of the Appendix B election using the entitlement currently stated on Schedule 1 (Subsection 29.5 herein after referred to as "Schedule 1A"). All dollars collected from Appendix B Parties will be reimbursed on a pro rata basis to the Sourcers and except for Appendix B Parties that have bought out, which will be as shown on Schedule 1A, based on their new Carlton Resolution Obligation as stated on Schedule 1A.

The buyout costs described above will be billed monthly during the heating season to the respective Appendix B Party.

All dollars collected in this Subpart 29.3.B., including dollars related to the Carlton Commodity Surcharge in Subpart 29.3.C. hereof, will be recorded in a separate subaccount and will accumulate interest from the date collected as prescribed by the Commission in 18 CFR 154.501(d).

C. Surcharge

The Carlton Commodity Surcharge will be \$0.0175. All Market Area entitlement not identified in the Adjusted Current Peak Entitlement at Carlton on Schedule 1 (excluding Other Carlton Entitlement) including all other Market Area TF, TFX, and TI will be subject to the Carlton Commodity Surcharge. To the extent Northern is unable to charge the maximum commodity rate, Northern will discount the base commodity rate as allowed per the Tariff first. Further, the Sourcers on Schedule 1 will remain Sourcers until the expiration of their contracts. Upon any rollover of such contracts, the entitlement in Schedule 1 will remain subject to the sourcing obligation and will not be subject to the Carlton Commodity Surcharge. Any entitlement for a Shipper which is in addition to the entitlement reflected on Schedule 1, as well as any entitlement for an Other Carlton Shipper which is in addition to the entitlement reflected on Schedule 1 for Other Carlton Entitlement Shippers, will be subject to the Carlton Commodity Surcharge.

All Carlton Commodity Surcharge dollars will be reimbursed on a pro rata basis to Sourcers based on their new Carlton Resolution Obligation as stated on Schedule 1, including Appendix B Parties that exercise the buyout provision, on or before June 1 of each year. On or before July 1 of each year Northern will file a report with the Commission detailing the amounts reimbursed pursuant to Subparts 29.3.B. and 29.3.C. The amount of Northern's reimbursement to each Sourcer shall be subject to Commission review and approval. Any Northern Shipper or other party shall have the opportunity, after Notice by the Commission, to intervene and protest Northern's report related to the report period, including the appropriateness of the amounts which have been collected.

D. Flow Orders

Northern needs the ability to call on volumes to flow at Carlton. The following operational requirements apply during the months of November through March for each year that the Carlton Resolution is in effect to the Carlton Sourcers and the Other Carlton Shippers Entitlement as applicable.

An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Northern's system or to maintain operations required to provide efficient and reliable firm service. Whenever Northern experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

Northern has the right to require an increase or reduction of firm receipts at Carlton on a non-discriminatory basis for system integrity. The phrase, "for system integrity," means that Northern has the right to require, in resolving the Carlton problem, an increase or decrease of receipts at Carlton on a non-discriminatory basis in order for Northern to meet its contractual firm delivery obligations downstream of Farmington up to a maximum of 250,000 Dth/day as provided for under the Settlement. Northern will schedule the nominated volume in accordance with its Tariff as further provided herein. In the event that an increase in flow is needed, Northern shall call on the volume on a pro rata basis. In the event Northern calls on the volume, Northern shall also require the Other Carlton Entitlement to flow an amount equal to the percentage of the volume Northern has called on to the Total Current Peak Entitlement on Schedule 1, times their Primary Receipt Point capacity at Carlton. This Other Carlton Entitlement shall not be required to nominate or flow less than or more than the Shipper's market requirements and/or uses.

A Carlton Sourcer or Other Carlton Shipper with a delivery point downstream of Farmington may reduce its deliveries at that specific point and receive a concomitant reduction in its requirement to receive its specified level of volumes at Carlton provided such Shipper's nomination is at an individual point/TBS level and the individual delivery point/market reduction is verifiable. To the extent a Shipper has the right and utilizes zone nominations, if such Shipper nominates to reduce its obligation by reducing deliveries to a qualified delivery point in the zone, all nominations for the

respective zone must be at the individual point/TBS level. Verification of the market reduction will be via affidavit which may be provided by fax or electronically as part of the nomination process. In the event a Shipper exercising this provision to reduce its Carlton requirements fails to correspondingly reduce its delivery point/market, such Shipper shall pay a penalty of twenty-five dollars (\$25.00) for each Dth of reduced Carlton requirement that does not have a concomitant reduction in delivery.

During the heating season, Northern will not reduce any nomination for firm receipts at Carlton for any Sourcer or Other Carlton Entitlement Shipper who has a verifiable market or use. Verification of such market or use may be provided by fax or electronically as part of the nomination process or otherwise in the daily routine.

When Northern requires an increase in firm receipts at Carlton, Northern will notify the appropriate parties to flow no later than twenty-four (24) hours prior to Northern's Timely Nomination deadline. When Northern requires a decrease in firm receipts at Carlton, Northern will notify the appropriate parties to decrease flow no later than twenty-four (24) hours prior to Northern's Timely Nomination deadline.

No Carlton Sourcer will be required to flow at Carlton for the purpose of allowing Northern to avoid curtailment, as defined in Northern's Tariff, of TI service.

If, as a result of the operational flow requirements being invoked by Northern at Carlton, those Shipper(s) for whom flow modifications were required, incur an imbalance penalty related solely to such flow change, the imbalance penalty shall be waived.

If any Sourcer releases any portion of the Volume, the Carlton flow obligation and all other obligations follow the Volume. In addition, the Primary Receipt Point may not be modified.

In the event that any Sourcer fails to comply with Northern's flow requirements to increase or reduce firm receipts at Carlton, for any reasons other than force majeure on an upstream pipeline, such Shipper shall pay a penalty of twenty-five dollars (\$25.00) for each Dth that does not comply with Northern's flow requirements to increase or reduce.

Northern reserves the right to waive any Carlton penalty in a not unduly discriminatory manner. Northern will post the date, amount, and reason for the waiver on its website for a 30-day period for any waived Carlton penalty. Penalty revenues shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

All parameters described above for Other Carlton Entitlement or Sourcers will be outside of Northern's normal scheduling and curtailment parameters.

E. Sourcers with Option to Buyout

Appendix B

**MARKET AREA ENTITLEMENT - 1996
SOURCERS WITH OPTION TO BUYOUT**

	Shipper Legal Entity Name	New Carlton Resolution Company Obligation
	Austin Utilities	950
*	Cascade Municipal Utilities	82
	Cedar Falls Utilities	958
*	Circle Pines Utilities	210
*	City of Gilmore, IA	22
	City of Hartley, IA	82
*	City of Hawarden, IA	142
*	City of Remsen, IA	93
*	City of Rolfe, IA	35
	City of Round Lake, MN	10
*	City of Sac City, IA	94
*	City of Sanborn, IA	75
	City of Sioux Center	141
*	City of Tipton, IA	133
*	City of Two Harbors, MN	191
*	City of Virginia, MN	184
*	City of Waukee	55
*	City of West Bend, IA	71
	City of Whittemore, IA	37
*	Community Utility Company	71
	Coon Rapids Municipal Utilities	68
*	Emmetsburg Municipal Gas Works	198
*	Graettinger Municipal Gas	42
*	Guthrie Center Municipal Utilities	110
	Harlan Municipal Utilities	205
	Hibbing Public Utilities Commission	241
	Hutchinson Utility Commission	1,354
*	Lake Park Municipal Utilities	35
*	Manilla Municipal Gas Department	39
	Manning Municipal Gas Department	72
	New Ulm Public Utilities Commission	435
	Northern States Power Company of Wisconsin (Natural Gas, Inc.)	291
	Northwest Natural Gas LLC	210
	Osage Municipal Utilities	118
	Owatonna Public Utilities	785
	Preston Municipal Natural Gas Department	45
*	Rock Rapids Municipal Utilities	71
	St Croix Valley Natural Gas	537
*	Semco Energy, Inc d/b/a Semco Energy Gas (Peninsular)	314
*	Sheehan's Gas Company	124
	Superior Water Light & Power	1,006
*	Town of Brooklyn	39
*	Town of Sabula	29
	Watertown Municipal Utilities	471
	Westbrook Light & Power	28
*	Woodbine Municipal Natural Gas Systems	65
	TOTAL UNITS	10,568

* GST Customers not required to realign receipt points.

29.4 Carlton Resolution Obligation (Company Listing)

Schedule No. 1

**NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON RESOLUTION OBLIGATION**

Company	1996 Total Current Peak Entitlement	Other Carlton Volumes	Adjusted Current Peak Entitlement	"Sourcer" New Carlton Resolution Obligation
Al-Corn Clean Fuel	1,200	1,200	0	0
Archer Daniels Midland Company	7,000		7,000	550
Armour Swift-Eckrich, Inc.	195		195	15
Ashland Petroleum	7,000	7,000	0	0
Austin Utilities	12,100		12,100	950
Black Hills Service Company, LLC	199,411	12,822	186,589	14,649
Cardinal FG Company	7,116		7,116	559
Cargill, Incorporated	12,375		12,375	972
Cascade Municipal Utilities	1,050		1,050	82
Cedar Falls Utilities	12,200		12,200	958
CenterPoint Energy Minnesota Gas	826,898	3,043	823,855	64,678
CF Industries Nitrogen, LLC	27,000		27,000	2,120
Circle Pines Utilities	2,675		2,675	210
City of Duluth, MN	31,925		31,925	2,506
City of Everly (formerly in National Public Gas)	250		250	20
City of Fairbank, IA	450		450	35
City of Fremont, NE	10,000		10,000	785
City of Gilmore, IA	275		275	22
City of Hartley, IA	1,050		1,050	82
City of Hawarden, IA	1,803		1,803	142
City of Ponca, NE	340		340	27
City of Remsen, IA	1,184		1,184	93
City of Rolfe, IA	450		450	35
City of Round Lake, MN	125		125	10
City of Sac City, IA	1,200		1,200	94
City of Sanborn, IA	956		956	75
City of Sioux Center	1,800		1,800	141
City of Tipton, IA	1,700		1,700	133
City of Two Harbors, MN	2,761	331	2,430	191
City of Virginia, MN	4,000	1,654	2,346	184
City of Waukee	700		700	55
City of West Bend, IA	900		900	71
City of Whittemore, IA	475		475	37
Cleveland-Cliffs, Inc.	45,000	45,000	0	0
Community Utility Company	900		900	71
Coon Rapids Municipal Utilities	860		860	68
Emmetsburg Municipal Gas Works	2,516		2,516	198
Eveleth Mines	4,000	4,000	0	0

Schedule No. 1

**NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON RESOLUTION OBLIGATION**

Company	1996 Total Current Peak Entitlement	Other Carlton Volumes	Adjusted Current Peak Entitlement	"Sourcer" New Carlton Resolution Obligation
Flint Hills Resources, LP	35,000		35,000	2,748
Graettinger Municipal Gas	541		541	42
Great Plains Natural Gas Co.	21,845	81	21,764	1,709
Greater Minnesota, Inc.	2,310	2,310	0	0
Guthrie Center Municipal Utilities	1,400		1,400	110
Harlan Municipal Utilities	2,610		2,610	205
Heartland Corn Products	300	45	255	20
Hibbing Public Utilities Commission	3,200	132	3,068	241
Hutchinson Utility Commission	17,253		17,253	1,354
Interstate Power and Light Company	174,446		174,446	13,695
Jo-Carroll Energy, Inc. (NFP)	3,100		3,100	243
Lake Park Municipal Utilities	450		450	35
Madison Gas and Electric Company	56,219		56,219	4,413
Manilla Municipal Gas Department	500		500	39
Manning Municipal Gas Department	916		916	72
Metropolitan Utilities District	179,500		179,500	14,092
MidAmerican Energy Services, LLC	10,000		10,000	786
MidAmerican Energy Company	390,119		390,119	30,626
Midwest Natural Gas, Inc.	13,839		13,839	1,086
Minnesota Energy Resources Corporation	163,705		163,705	12,852
Minnesota Mining & Manufacturing Co.	400		400	31
National Public Gas Agency	900		900	70
New Ulm Public Utilities Commission	5,540		5,540	435
Nicor Gas Company	186,058		186,058	14,607
Northern States Power Company-MN	393,938	32,198	361,740	28,398
Northern States Power Company-WI	84,220	21,250	62,970	4,944
Northwest Natural Gas LLC	2,675		2,675	210
Northwestern Energy Public Service Corporation	49,283		49,283	3,869
Osage Municipal Utilities	1,500		1,500	118
Owatonna Public Utilities	10,001		10,001	785
Preston Municipal Natural Gas Department	570		570	45
Rock Energy Cooperative	2,480		2,480	195
Rock Rapids Municipal Utilities	900		900	71
Semco Energy, Inc d/b/a Semco Energy Gas	45,917		45,917	3,605
Sheehan's Gas Company	1,584		1,584	124
St Croix Valley Natural Gas	7,600	761	6,839	537

Schedule No. 1

**NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON RESOLUTION OBLIGATION**

Company	1996 Total Current Peak Entitlement	Other Carlton Volumes	Adjusted Current Peak Entitlement	"Sourcer" New Carlton Resolution Obligation
Superior Water Light & Power	15,730	2,917	12,813	1,006
Town of Brooklyn	500		500	39
Town of Sabula	368		368	29
United States Gypsum Company	6,500	6,500	0	0
United States Steel Corporation	6,000	6,000	0	0
Viroqua Gas Company a division of Madison Gas and Electric Company	2,389		2,389	188
Watertown Municipal Utilities	6,000		6,000	471
Westbrook Light & Power	351		351	28
Wisconsin Electric Power Company	11,120		11,120	873
Wisconsin Gas LLC	124,306	15,256	109,050	8,561
Wisconsin Power and Light Company	67,576		67,576	5,305
Woodbine Municipal Natural Gas Systems	823		823	65
World Fuel Services, Inc.	2,650		2,650	208
TOTAL UNITS	3,346,972	162,500	3,184,472	250,000

29.5 Carlton Volumes Subject to Flow Obligations

Schedule No. 1A

**NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON VOLUMES SUBJECT TO FLOW OBLIGATIONS
FOR 2024/2025 HEATING SEASON**

Company	Market Area Adjusted Peak Day Entitlement	"Sourcer" New Carlton Resolution Obligation 1/	Other Carlton Obligation	Total Carlton Flow Obligation
Al-Corn Clean Fuel	0	0	90	90
Archer Daniels Midland Company	7,000	554		554
Austin Utilities	12,100	958		958
Black Hills Service Company, LLC	186,589	14,749	957	15,706
Black Hills Energy Services Company 2/		11		11
Symmetry Energy Solutions, LLC. (MN) 2/		3		3
Woodriver Energy LLC 2/		3		3
Constellation Energy Generation, LLC 2/		6		6
Cardinal FG Company	7,116	563		563
Cargill, Incorporated	12,375	979		979
Cedar Falls Utilities	12,200	966		966
CenterPoint Energy Minnesota Gas	823,855	65,223	227	65,450
CF Industries Nitrogen, LLC	27,000	2,138		2,138
Circle Pines Utilities	2,675	212		212
City of Duluth, MN	31,925	2,526		2,526
City of Everly	250	20		20
City of Fairbank, IA	450	36		36
City of Fremont, NE	10,000	792		792
City of Ponca, NE	340	27		27
City of Two Harbors, MN	2,430	192	25	217
City of Virginia, MN	2,346	186	123	309
Cleveland-Cliffs Inc.	0	0	3,357	3,357
Community Utility Company	900	71		71
Flint Hills Resources, LP	35,000	2,771		2,771
Great Plains Natural Gas Co.	21,764	1,723	6	1,729
Hibbing Public Utilities Commission	3,068	243	10	253
Hutchinson Utility Commission	1,911	150		150
Interstate Power and Light Company	174,446	13,810		13,810
Jo-Carroll Energy, Inc. (NFP)	3,100	245		245

1/ Reflects obligation after Appendix B customers' election to source or buyout.

2/ Shipper acquired capacity and sourcing obligation from Black Hills Service Company, LLC.

Schedule No. 1A

**NORTHERN NATURAL GAS COMPANY
MARKET AREA ENTITLEMENT - 1996
CARLTON VOLUMES SUBJECT TO FLOW OBLIGATIONS
FOR 2024/2025 HEATING SEASON**

Company	Market Area Adjusted Peak Day Entitlement	"Sourcer" New Carlton Resolution Obligation 1/	Other Carlton Obligation	Total Carlton Flow Obligation
Madison Gas and Electric Company	56,219	4,450		4,450
Metropolitan Utilities District	179,500	14,211		14,211
MidAmerican Energy Company	390,119	30,884		30,884
MidAmerican Energy Services, LLC	10,000	792		792
Midwest Natural Gas, Inc.	13,839	1,095		1,095
Minnesota Energy Resources Corporation	163,705	12,960		12,960
Minnesota Mining & Manufacturing Co	400	32		32
National Public Gas Agency	900	70		70
New Ulm Public Utilities Commission	637	50		50
Nicor Gas Company	186,058	14,731		14,731
Northern States Power Company-MN	361,740	28,637	2,402	31,039
Northern States Power Company-WI	62,970	4,986	1,585	6,571
Northwest Natural Gas LLC	2,675	212		212
Northwestern Energy Public Service Corporation	49,283	3,902		3,902
Osage Municipal Utilities	1,500	119		119
Owatonna Public Utilities	10,001	792		792
Rock Energy Cooperative	2,480	196		196
Semco Energy, Inc d/b/a/ Semco Energy Gas	45,917	3,635		3,635
Sheehan's Gas Company	1,584	125		125
St Croix Valley Natural Gas	6,839	541	57	598
Superior Water Light & Power	12,813	1,014	218	1,232
United States Gypsum Company	0	0	485	485
United States Steel Corporation	0	0	448	448
Viroqua Gas Company, a division of Madison Gas and Electric Company	2,389	189		189
Wisconsin Gas LLC	109,050	8,633	1,138	9,771
Wisconsin Power and Light Company	67,576	5,351		5,351
World Fuel Services, Inc.	2,650	210		210
TOTAL UNITS FOR ACTIVE SOURCERS	3,119,684	246,974	11,128	258,102
ENTITLEMENT OF SOURCERS WHO LEFT NORTHERN'S SYSTEM	38,166			
TOTAL UNITS	3,157,850			

1/ Reflects obligation after Appendix B customers' election to source or buyout.

29.6 Other Flow Orders

Northern and Shipper may agree to a contract specific receipt or delivery point flow requirement which could require receipts from or deliveries to the primary points under a Shipper's firm agreement in order to alleviate conditions on Northern's system that threaten the safe operations or system integrity or to maintain conditions on Northern's system that are required to maintain safe operations or system integrity. Northern and Shipper may agree to discount the transportation rate, provide a contribution in aid of construction, or other consideration consistent with the terms of Northern's FERC-approved Tariff as the consideration for a contract specific flow order. Northern will post on its Internet website, under Transactional Reporting, applicable provisions and consideration provided under this provision.

29.7 OBA General Terms and Conditions

If requested by a Shipper, Northern agrees that it will negotiate an OBA with an entity that operates the facilities interconnecting with Northern or controls supplies entering Northern's system at interconnection point and/or receipt point(s) ("Operator"), as applicable. Such an OBA with Operator will be subject to the following conditions.

General Terms and Conditions

1. Quantities nominated by Shipper are confirmed on a reliable basis by Operator;
2. Data Acquisition Systems or other monitoring equipment generally acceptable by industry standards exists at the interconnection point and/or receipt point(s);
3. Operator must meet the same creditworthiness standards as Shipper(s) for whom it is operating on behalf of;
4. Operator must possess sufficient quantities of gas for it to balance receipts and/or deliveries under the OBA.

An OBA may be subject to certain conditions as follows:

1. Any receipt point imbalance and scheduling penalties otherwise applicable to Shipper will be applicable to operator unless Northern maintains flow control equipment at the wellhead receipt or interconnection point(s) under the OBA.
2. Operator and Northern will negotiate in good faith to agree on a method of valuing imbalances based on market price indices. The method of valuing imbalances will be applied in a non-discriminatory manner. Nothing in this Subsection 29.7 is intended to restrict Northern's ability to either execute an OBA without market based imbalance evaluation or to terminate such an agreement for lack thereof.
3. Northern is required to enter into an OBA at all points of interconnection between its system and the system of another interstate or intrastate pipeline. Unless the interconnecting pipelines agree otherwise, the OBA entered into as a result of the regulation (§284.12(b)(2)(i)) shall resolve imbalances in-kind.

30. BILLING THROUGHPUT QUANTITY

A. Single Shipper

The Billing Throughput Quantity ("BTQ") shall be the volumes actually delivered for a Shipper. For monthly billing purposes, the determination of the BTQ for a Shipper transporting gas under more than one Throughput Rate Schedule shall be in the following order (Default Order) unless agreed to otherwise by Northern and the Shipper prior to the close of business of such production month:

- (1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule TFX, if any;
- (2) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TI and GS-T, if any;
- (3) volumes delivered under Rate Schedule(s) TF in the following order: (a) scheduled overrun volumes, if any, and (b) up to the MDQ's of the TF services.

B. Multiple Shippers

For billing purposes, to the extent Northern is transporting gas to a Point(s) of Delivery for more than one (1) Shipper, the Shipper shall cause the party receiving the gas for Shipper's account at such Point(s) of Delivery ("Receiving Party") to advise Northern of the priority between Shippers in which said Receiving Party will receive the other Shippers' scheduled gas. If Northern has not been advised of a priority, the Default Order in "A" above shall apply. Provided however, if the Receiving Party is also a TF Shipper, then, for billing purposes, gas being transported and delivered at the subject Point(s) of Delivery for the Receiving Party Shipper's TF Agreement shall be deemed to be the last transportation volumes scheduled through the meter (last-through-the-meter methodology) preceded by any other agreements in the Default Order unless agreed to otherwise by Northern and the Receiving Party prior to the close of business of the production month, or unless the Receiving Party has chosen to provide the measured volumes as stated below in paragraph E.

C. GS-T Receiving Party Shipper(s)

For monthly billing purposes, the determination of the BTQ at a delivery point(s) where a GS-T Shipper is the Receiving Party shall be in the following order unless agreed to otherwise by Northern and the GS-T Receiving Party Shipper prior to the close of business of such production month:

- (1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule TFX, if any;
- (2) volumes delivered under Rate Schedule(s) TF in the following order: (a) scheduled overrun volumes, if any, and (b) up to the MDQ of the TF services, if any;
- (3) volumes delivered under Rate Schedule(s) GS-T in the following order: (a) scheduled overrun volumes, if any, and (b) up to the MDQ of the GS-T service, if any; and/or
- (4) volumes, including overrun volumes, scheduled for delivery under Rate Schedule TI, if any.

D. Multiple Service Agreements

In the event there is more than one service agreement under any rate schedule, for purposes of billing in (A), (B), and (C) above, the volumes shall be allocated pro-rata to each service agreement based on scheduled volumes, unless agreed to otherwise.

E. End-user(s) on Downstream Systems

The Receiving Party may choose to provide the measured volumes for the parties receiving gas downstream of the Point(s) of Delivery. Under this option, the Receiving Party will furnish Northern with measurement data for the end user prior to the close of business of the production month. In such event the end user shall be responsible for its resulting daily delivery variance charges, imbalances, and all other applicable throughput charges resulting from its measured volumes. The Receiving Party must provide reasonable notice to the end user and Northern of such arrangement prior to effectuation of such procedure.

F. Third Party Storage Shipper(s)

To the extent the volumes of natural gas to be transported for the Shipper have previously been transported under one of Northern's rate schedules to be delivered to a customer-owned or third-party leased storage facility, such volumes will be transported from the storage facility location to the Shipper's Market Area delivery point and will be charged the Field/Market TF or TFX reservation fee, if applicable, and the appropriate commodity rate as set forth in this Tariff.

G. Other Flowing Gas Allocations

Unless otherwise specifically provided for within these GENERAL TERMS AND CONDITIONS, and except at points that have an OBA in effect, a pre-determined allocation (PDA) methodology of ranked, pro rata, percentage, swing or operator provided value will be agreed upon at the point. The upstream and downstream operators will provide the PDA methodology and contract rankings, if applicable, to the allocating party and/or the party performing the measurement function after or during confirmation and before the close of business of the production month. If the parties have not agreed upon a PDA methodology, or if a point is not covered by the last-through-the-meter methodology, as described above, and there is a dispute, then pro rata based upon confirmed nominations will be used as the default methodology. The party responsible for custody transfer (the party performing the measurement function) will provide the allocation.

31. RECEIPT POINT SCHEDULING PENALTIES

If, at month's end, the sum of the actual daily quantities of natural gas received by Northern at all Points of Receipt for each Shipper's Throughput Service Agreement(s) varies from the sum of the quantities scheduled under each throughput service agreement during the respective month for transportation at all Points of Receipt, (either + or -) by greater than ten percent (10%), then Northern shall impose on a non-discriminatory basis a penalty equal to the Market Area TI rate per Dth for the difference between the sum of the actual total receipts during the month and the sum of the quantities scheduled for receipt during the respective month, less the tolerance level, except as provided below. Points in each Shipper's throughput Service Agreement(s) which are on Northern's contiguous mainline system may be aggregated for purposes of determining this penalty. Northern's contiguous mainline system refers to facilities which directly connect to, or are located on, Northern's mainline transmission system. Any penalty calculated that is less than five hundred dollars (\$500) will be waived.

Shipper's actual and scheduled volumes, at points connected to Northern's contiguous mainline system, shall be aggregated at the Shipper level prior to determining variance.

In order to protect system integrity, Northern may, after giving Shippers forty-eight hours notice, implement the penalty on a system level, or a specific mainline Point of Receipt. For purposes of this Section, "system level" shall mean any combination of two (2) or more compressor stations in the same geographical area. The monthly penalty will then apply at those designated point(s) for the remainder of the billing month, unless system integrity is no longer in jeopardy. Upon such determination, Northern will so notify Shippers and the penalty shall again apply on a Service Agreement basis from the date of such notice.

In the event of Receipt Point Supply Shortfall or Excess situations, as described in Part 8, Section 19.2, a daily receipt point scheduling penalty may apply at each specific receipt point. The penalty will be \$10.00 per Dth. In supply shortfall situations, the penalty will be assessed on the amount that actual receipts are less than scheduled receipts for the day, after a tolerance equal to the greater of 50 Mcf or seven percent (7%) of scheduled volumes has been applied. In supply excess situations, the penalty will be assessed on the amount that actual receipts are greater than scheduled receipts for the day, after a tolerance equal to the greater of 50 Mcf or seven percent (7%) of scheduled volumes has been applied.

Northern shall waive such penalty or portion thereof if such penalty was the result of a Force Majeure condition on Northern's system or Northern determines that it incorrectly scheduled the volumes. A force majeure situation not on Northern's system will not relieve Shipper of scheduling penalties except as set forth below. Written notification to Northern within forty-eight (48) hours (or as promptly as possible) of a verifiable force majeure on an upstream pipeline will result in waiver of the scheduling penalty for those volumes within such forty-eight (48) hour period. Any waiver will be applied on a nondiscriminatory basis.

Revenues associated with these penalties shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

Receipt point volumes which can be independently verified by Northern (verifiable receipt point volume) will not be subject to the monthly receipt scheduling penalty.

In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.

32. BALANCING

32.1 General

A. Definitions

1. Volumetric Imbalance. Volumetric imbalance shall mean the volume difference between receipts and deliveries, without consideration of the dollar value of such volume but with consideration of the applicable Fuel and UAF.
2. Dollar Valuation or Dollar Volume Imbalance. Dollar Valuation or Dollar Volume Imbalance shall be calculated by first determining the monthly Volumetric Imbalance and then multiplying it by the applicable Monthly Index Price (as defined below) for the same month.

B. Dollar Valuation

Northern and Shipper, or its Designee, shall receive and deliver thermally equivalent gas volumes as nearly as practicable at uniform hourly and daily rates of flow. Volume differences between monthly receipts and deliveries shall be accumulated and recorded in a Shipper account. Northern and Shipper shall manage monthly receipts or deliveries so that the account balance shall be kept as near to zero as practicable. Imbalances shall be valued on a dollar volume basis, which means that Northern will first determine the imbalance quantity for each month by legal entity on an Dth basis and then will determine a dollar value using the Dth quantity and the applicable Monthly Index Price, as tiered for imbalance level. Dollar Valuation will not apply to volumes that have been injected into or withdrawn from storage under the Monthly Imbalance-to-Storage provisions set forth in Subsection 32.3 A.3. below.

C. Imbalance Statements

The imbalance statements shall be made available to the Shipper on the 9th Business Day of each month.

Upon termination of the Throughput Service Agreement, any remaining imbalances shall be cashed out/in within thirty (30) days from the date of termination.

32.2 Monthly Index Price (MIP)

A. Determination of MIPs

The high, low and average Index Prices for the Market Area Index Price, and the Field Area Index Price shall be determined each month using the quoted spot gas price at price discovery points on Northern's system as appearing in "Gas Daily."

1. Monthly Index Prices will be determined using a five-week period. The five-week period is defined as beginning on the first Tuesday of the calendar month for which the MIP is being established and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period.
2. Market Area Monthly Index Prices (Market Area MIP)
 - a. The High Market Area Monthly Index Price (High Market Area MIP) shall equal the arithmetic average of the highest average weekly price occurring within each five-week period at Northern, demarcation and Northern, Ventura.
 - b. The Low Market Area Monthly Index Price (Low Market Area MIP) shall equal the arithmetic average of the lowest average weekly price within each five-week period at Northern, demarcation and Northern, Ventura.
 - c. The Average Market Area Monthly Index Price (Average Market Area MIP) shall equal the arithmetic average of the five average weekly prices at Northern, demarcation and Northern, Ventura.
3. Field Area Monthly Index Prices (Field Area MIP)
 - a. The High Field Area Monthly Index Price (High Field Area MIP) shall equal the arithmetic average of the highest average weekly price occurring within each five-week period at Panhandle, Tx - Okla and El Paso, Permian.
 - b. The Low Field Area Monthly Index Price (Low Field Area MIP) shall equal the arithmetic average of the lowest average weekly price within each five-week period at Panhandle, Tx - Okla and El Paso, Permian.
 - c. The Average Field Area Monthly Index Price (Average Field Area MIP) shall equal the arithmetic average of the five average weekly prices at Panhandle, Tx - Okla and El Paso, Permian.

Imbalance quantities will be dollar valued using the applicable MIPs set forth above depending on whether the imbalance quantities were created in the Market Area or the Field Area.

If a price discovery point is eliminated or redefined by "Gas Daily," Northern will notify shippers via an Internet website posting. Northern will make a tariff filing to change MIP components.

Northern will electronically post, on or before the 15th day of the following month, the MIPs, including the tiered values, to be used for the previous calendar month.

B. Tiering of MIPs

Except for Small Customers, the Market Area or the Field Area MIP is tiered based upon the monthly imbalance level of the legal entity, in accordance with the following schedule:

<u>Imbalance Level*</u>	<u>Due Northern</u>	<u>Due Shipper</u>
0% - 3%	HIGH MIP * 1.00	LOW MIP * 1.00
Greater than 3% up to 5%	HIGH MIP * 1.02	LOW MIP * 0.98
Greater than 5% up to 10%	HIGH MIP * 1.10	LOW MIP * 0.90
Greater than 10% up to 15%	HIGH MIP * 1.20	LOW MIP * 0.80
Greater than 15% up to 20%	HIGH MIP * 1.30	LOW MIP * 0.70
Greater than 20%	HIGH MIP * 1.40	LOW MIP * 0.60

*The imbalance level is determined by dividing the legal entity's monthly Volumetric Imbalance by its monthly deliveries. Such monthly deliveries shall exclude Shipper's deliveries under MPS agreements, solely for purposes of calculating Shipper's transportation imbalances percentage.

For any legal entity listed as a Small Customer in Part 10 of this Tariff, tiering shall be as set forth above, except the imbalance level and associated valuation applicable for the first tier of MIP * 1.00 is equal to the greater of 1,000 Dth or 3%.

The tier valuation factors listed above will be applied to the portion of the imbalance level which falls within each tier.

Delivery Point Operators shall have the ability to determine the imbalance level by an alternate method ("alternate imbalance level determination"), subject to the following:

If Northern is transporting gas to a Point(s) of Delivery which is within an Operational Zone and, billing of the last-through-the-meter methodology as described in Section 30 of the GENERAL TERMS AND CONDITIONS of this Tariff is employed, then the Delivery Point Operator's imbalance level shall be determined by dividing the operator's monthly volumetric imbalance by all volumes delivered to the point for the month that are subject to the last through-the-meter methodology, assuming prior to the beginning of any month Northern has been provided the legal entity(s) delivering to the Delivery Point Operator's Operational Zone for the month and that such volumes, for purposes of imbalance level determination, are to be used by the Delivery Point Operator. This alternate imbalance level determination will be used only when the Delivery Point Operator's monthly imbalance level exceeds 3%.

C. Applicability of MIPs

1. To determine the Dollar Valuation of a Shipper's Volumetric Imbalance, the following factors are applicable:
 - a. For Volumetric Imbalances where the Shipper's monthly deliveries exceed the Shipper's monthly receipts (Shipper owes Northern), the Dollar Valuation is calculated by multiplying the monthly Volumetric Imbalance by the "Due Northern" High Market Area or High Field Area MIP, as tiered for the Shipper's imbalance level.
 - b. For Volumetric Imbalances where the Shipper's monthly receipts exceed the Shipper's monthly deliveries (Northern owes Shipper), the Dollar Valuation is calculated by multiplying the monthly Volumetric Imbalance by the "Due Shipper" Low Market Area or Low Field Area MIP, as tiered for the Shipper's imbalance level.

- c. For Volumetric Imbalances created at Northern's request for operational reasons, the Dollar Valuation is calculated by multiplying the Average Market Area or Average Field Area MIP by the Volumetric Imbalance for the applicable month.
2. To the extent a Shipper has multiple Throughput Service Agreements with Northern, the monthly Volumetric Imbalance for all Service Agreement(s) held by a single legal entity shall be accumulated and netted together prior to applying the tiered MIP and calculating the monthly Dollar Valuation.

32.3 Resolution of Imbalances

A. Imbalance Resolution Options

Each month, subject to mutual agreement by Northern and Shipper on a not unduly discriminatory basis, Northern and Shipper shall eliminate any Imbalance by using any combination of the four (4) resolution mechanisms set forth below. Imbalances will be posted on the 9th Business Day of the month. Shippers will have until the 12th Business Day of the month to access Northern's website to elect which imbalance resolution mechanism(s) they will use and the volumes associated with each mechanism. Any volumes not designated to be resolved using either trading (for which final notification is due to Northern by the 17th Business Day), imbalance-to-storage or in-kind resolution will automatically be cashed out. Any residual imbalance volume remaining after trading, imbalance-to-storage or in-kind resolution methods will also be automatically cashed-out as further explained herein.

1. **Monthly Imbalance Trading.** Each month, Shipper will have the opportunity to trade monthly imbalances with other eligible Shippers. All imbalance trading activity shall be in accordance with Subsection 32.3 B. outlined below.
2. **Monthly Cash-out/in.** Each month, Northern will either invoice the Shipper pursuant to Section 8 of these GENERAL TERMS AND CONDITIONS or credit the Shipper the Dollar Valuation amount of the Shipper's monthly imbalance, determined in accordance with Subsection 32.2 C. 1. above.
3. **Monthly Imbalance-to-Storage.** Effective April 1, 2005, a Shipper's monthly imbalance may be resolved as an injection to, or withdrawal from, the Shipper's deferred delivery account(s), or the deferred delivery account of another Shipper, subject to capacity availability and the terms of the Shipper's deferred delivery account. If the Shipper is utilizing an account of another Shipper an executed agreement between the transfer parties must be provided to Northern identifying the transfer parties and the transfer quantity at the time of the election.

When Shipper elects the imbalance to storage mechanism, Shipper must identify the applicable transportation and storage contracts and storage point to be used for billing purposes. The ability to use the imbalance to storage mechanism is subject to the storage parameters of the Shipper's or the transfer party's applicable deferred delivery agreement(s) (either FDD or IDD), and transportation provisions thereunder. Shippers will be charged all applicable storage, transportation, Fuel and UAF charges. For Shippers and/or transfer party with unused monthly transportation entitlement, the firm commodity rate shall apply. To the extent there is not sufficient unused monthly transportation entitlement, the overrun rate shall apply. For Shippers with unused monthly storage injection or withdrawal entitlement, the firm injection or withdrawal rate shall apply. The transportation fee for underdeliveries (storage injections) will be the applicable out-of-balance transportation rate. Storage inventories will be adjusted for the imbalance volume on the 14th Business Day of the month. Any residual imbalance as a result of the Shipper's storage agreement will be cashed out at the applicable weekly high/low price of the production month.

4. **In-kind Resolution.** Effective June 1, 2005, in-kind payback may be used to resolve monthly imbalances after trading, up to the greater of 3% of the Shipper's monthly scheduled volumes, or 1,000 Dth. Volumes resolved using other methods will not count toward the 3% limitation. The in-kind payback volumes must be scheduled in the calendar month after receipt of notification of the final imbalance amount that may be resolved through this in-kind process. The Shipper may nominate any amount of in-kind payback volumes by day. Northern will attempt to schedule the imbalance payback volumes as requested, subject to storage or transportation-related allocations. Any residual volume remaining at the end of the payback month will be cashed out at the high/low weekly price of the payback month.

Shippers will schedule in-kind payback volumes on the transportation agreement of their choice. The transportation and storage scheduling priorities for in-kind resolution will follow the priority of the agreement scheduled. If Northern is allocating its storage services, in-kind payback volumes will have the same scheduling priority as Rate Schedules IDD and FDD overrun.

Blackout. Northern has the right to call blackout periods for the Market Area and the Field Area for in-kind resolution. During blackout periods the amount of imbalance available for in-kind resolution will be the greater of 1.0% of the Shipper's monthly scheduled volumes, or 1,000 Dth, subject to the availability of capacity. Northern will post on its website by the 20th day of the production month whether such month is a blackout period and the direction of imbalances (long or short) for which the blackout period applies. Northern will be able to call a maximum number of 10 blackout periods per calendar year in the Market Area and a maximum of 5 blackout periods per calendar year in the Field Area. Provided, however, the calling of a blackout period in the Field Area shall be limited as follows: Commencing January 1, 2005 and continuing through the trigger month(s) (defined herein), Northern may not call any blackout periods in the Field Area. During any month in which Northern has called a blackout period for the Market Area, and Field Area transportation imbalances incurred at non-OBA points exceed 1% of the Shippers' aggregated scheduled transportation volumes in the same direction as the Market Area blackout (trigger month), Northern's ability to call blackout periods in the Field Area will begin. Each trigger event will allow for blackout periods to be called in the Field Area for a 12-month consecutive period thereafter. If during such 12-month period, another trigger month occurs, i.e., Northern calls a black out period for the Market Area, and Field Area transportation imbalances incurred at non-OBA points exceed 1% of the Shippers' aggregated scheduled transportation volumes in the same direction as the Market Area blackout, a new 12-month period will commence during which Northern shall have the right to call blackout periods in the Field Area. If, however, no subsequent trigger month occurs during such 12-month period, Northern may not call a blackout period in the Field Area until a new trigger month occurs. The blackout periods are applicable to only one direction of imbalance (short or long) during any one month. Northern will post on its website the market and operational conditions that required the calling of a blackout period including the intra-month price differentials.

Northern's other imbalance resolution methods (trading, imbalance-to-storage and cash-out) shall be available for imbalances created in blackout periods.

B. Imbalance Trading

Imbalance trading activity shall follow the steps outlined below. All imbalance trading will be on a volumetric basis.

1. By the ninth (9th) Business Day of the month following the month the imbalance occurred, Northern will automatically post on its website Shipper's Volumetric Imbalances (netted by legal entity) by type of imbalance. Northern will also post customer-provided information regarding their desire to trade, the volumes and price at which they want to trade and any other comments.
2. A Shipper may negotiate with other Shippers, or Shipper's agent, to trade the existing imbalances. An agent is allowed to trade imbalances on behalf of more than one Shipper at the same time. Imbalances can be traded as long as they affect the same operational impact area, either "Market Area" or "Field Area," consistent with the definition of the "Market Area" and "Field Area," as set forth in Subsection 32.2 A. above. There is no requirement that imbalances for trading must be incurred on the same day.

3. All Shippers will have until the close of the 17th Business Day of the month following the month the imbalance occurred to complete volumetric imbalance trading elected in 1. above.
4. Shippers must notify Northern at or prior to the close of the 17th Business Day via Northern's website, fax or e-mail of the volumes traded and the trading partners (all Shippers in the trade must notify Northern of the intent and the amount traded).
5. Imbalance trades will be executed at no additional cost to the Shipper.
6. After the close of the 17th Business Day of the month following the month the imbalance occurred, Northern will calculate Shipper's final imbalance for the prior month's gas flow. Any residual imbalances net of trading and not resolved by other methods in accordance with the terms of this Tariff will be cashed-in/out at the applicable weekly high/low price for the production month.
7. Any discrepancies between trading Shippers' imbalance trade notifications to Northern will result in the trade not being confirmed and the volume remaining as an imbalance to both Shippers, which will be subject to resolution using cash-in/out. However, an initiating Shipper may cure any defect in its imbalance trade notification so long as the Shipper does so prior to the receipt of the trade confirmation. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Northern.

C. Imbalances Related to Pipeline Operational Activity

If, for operational reasons, Northern requests a Shipper to pack or draft the system within a given month, any resulting Volumetric Imbalance will have a Dollar Valuation based on the applicable Market Area or Field Area Average Monthly Index Price for the given month. The provisions of this Subpart C. specifically apply only to those volumes included in Northern's request. Shipper has the option to notify Northern that it wishes to resolve such imbalance volumetrically, subject to the nomination and scheduling parameters of Northern's Tariff.

D. Prior Period Adjustments (PPA)

Any transportation imbalance in a given month, created by throughput occurring in a previous month, will have a Dollar Valuation based on the applicable Market Area or Field Area Average Weekly Index Price without tiering for the month in which the throughput occurred for purposes of using the Monthly Cash-out/in Mechanism. Northern and Shipper may agree to resolve a PPA imbalance using the Monthly Imbalance-to-Storage resolution method on a not unduly discriminatory basis.

32.4 Imbalance Value Reconciliation

Northern will record the effects of Storage Encroachment Price Risk (SPR) previously called the System Levelized Account (SLA) on a monthly basis. Such effect shall be separately recorded by cash and liability or asset, including the value from tiering the MIP, and revenues and expenses related to the sale or purchase of gas volumes, including the costs and revenues of managing operational storage purchase and sales obligations through the use of derivative instruments. Regardless of any accounting rule or principle that may apply, the changes in fair value of derivative instruments, if used to manage the SPR, may be included in the cost of service for ratemaking purposes, subject to all parties' rights to challenge on any grounds other than such accounting principles.

33. REALLOCATION

No reallocations to the quantities received, transported or delivered by Northern shall be made unless the affected Shipper(s) under the Throughput Service Agreements, the operator or its designee, if applicable, and Northern agree in writing to the reallocation. The parties shall negotiate in good faith to reach such an agreement. The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

34. UNAUTHORIZED GAS

"Unauthorized Gas" shall mean any volumes delivered to Northern from any receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern. Shipper may claim the Unauthorized Gas, provided that claim therefor shall have been made within six (6) months from the date such Unauthorized Gas entered Northern's system.

Any revenues received for Unauthorized Gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.

When the gas is claimed by a Shipper to whom such gas is to be delivered, the Unauthorized Gas shall become an imbalance on an existing TF, TFX or TI Service Agreement. Shipper shall be charged the Daily Delivery Variance Charge on all unauthorized quantities without application of the tolerance level and the out-of-balance transportation rate for redelivery.

To claim Unauthorized Gas, the owner must submit written notice to Northern with verification of ownership.

Northern will maintain a log for review by the public showing the imbalance volume, dollar value and Shipper. Such log will be copied and mailed to anyone willing to pay copying and postage fees.

35. RESERVED FOR FUTURE USE

36. ANNUAL CHARGE ADJUSTMENT SURCHARGE TO RECOVER FEDERAL ENERGY
REGULATORY COMMISSION EXPENSES

Northern will collect the Annual Charge Adjustment (ACA) unit surcharge, as calculated by the Commission, applicable to all of Northern's throughput rate schedules pursuant to the provisions of 18 CFR 154.402 of the Commission's regulations to recover the annual charges assessed to Northern by the Commission pursuant to Part 382 of its regulations. Northern intends to recover these costs under these Tariff provisions and not in a NGA Section 4 rate case.

Shippers shall pay the ACA unit surcharge, as revised annually and posted on FERC's website at <https://www.ferc.gov>, which is incorporated herein by reference. The ACA unit surcharge is non-discountable.

37. CHANGE IN MDQ

The MDQ shall be specified in the Throughput Service Agreement. Shipper may increase the MDQ (or the Total Aggregate MDQ if under a TF Agreement) under the Throughput Service Agreement only if Shipper is allocated receipt and delivery point capacity.

38. PRESSURE

Shipper shall deliver gas or cause gas to be delivered to Northern for transportation service on its transmission facilities at the Point(s) of Receipt at a pressure sufficient to allow the gas to enter Northern's transmission facilities as such pressure shall vary from time to time not to exceed the maximum allowable operating pressure. Northern shall have no obligation to provide compression or otherwise change its normal pipeline operations to enable Shipper to effectuate said deliveries to its transmission facilities. At each Point of Receipt and Point of Delivery, Shipper shall provide, or cause to be provided, equipment acceptable to Northern which will prevent over pressuring of Northern's pipeline. Unless otherwise mutually agreed to, delivery of natural gas transported by Northern to Shipper on Northern's transmission facilities shall be at such varying pressures as may exist under operating conditions in the pipeline of Northern at the delivery point(s) between Northern and Shipper and shall not be less than 50 pounds per square inch gauge pressure so far as practicable. The Shipper shall install, operate and maintain, at its own expense, such pressure-regulating devices as may be necessary to regulate the pressure of gas after delivery to Shipper.

Northern shall have no obligation, beyond the normal range of operation associated with its certificated or contractual delivery obligations, to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery.

39. FARM TAPS

To the extent Northern is transporting gas for a Shipper for delivery to farm taps (small volume sales measuring station taps or Right-of-Way Grantor taps), for administrative and billing purposes, Northern may aggregate such taps and shall deem volumes delivered for transportation to the applicable MID or Operational Zone.

40. DELIVERY AND RECEIPT POINTS

Point(s) of Delivery. The Point(s) of Delivery for all gas transported by Northern shall be at one or more mutually agreeable interconnections. Shipper is responsible for assuring that capacity is available on the pipelines or facilities that are downstream of the Northern delivery point(s).

Point(s) of Receipt. The Point(s) of Receipt for all gas transported by Northern shall be at one or more mutually agreeable interconnections. The primary firm receipt capacity on Northern's system contracted for by Shipper may be greater than the capacity available on the upstream pipeline's facilities. Northern is not responsible for assuring that necessary capacity on any upstream pipelines has been arranged so a Shipper's volumes are available for confirmation during the nomination and scheduling process.

41. ESTIMATED FLOW

Upon request of Northern, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

42. NAESB STANDARDS

Compliance with 18 CFR, Section 284.12

Northern has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, which are required by the Commission in 18 CFR Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the Tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

The standards reproduced in Northern's FERC Gas Tariff are subject to a limited copyright waiver from NAESB. Northern is authorized to use some or all of the language contained in such standards in the following materials: proposed and approved Tariff Sections; compliance filings; communications with customers and stakeholders in conducting day-to-day business; communications with regulatory agencies; and electronic and other media making tariffs, tariff sections and other documents available to the public as required by law, provided Northern includes the appropriate citation in the material. With respect to the standards listed below, Northern incorporates the following: © 1996 – 2020, NAESB, all rights reserved.

<u>NAESB Standard</u>	<u>Tariff record</u>
1.2.5	Nominations Process, Section 28.2
1.2.6	Carlton Resolution, Section 29.3.D.
1.3.2 (i-vi)	Nominations Timeline, Section 28.1
1.3.3	Nominations Process, Section 28.2
1.3.6	Scheduling, Section 29.1
1.3.9	Intraday Nominations, Section 28.3
1.3.11	Intraday Nominations, Section 28.3
1.3.13	Intraday Nominations, Section 28.3
1.3.19	Nominations Process, Section 28.2
1.3.20	Nominations Process, Section 28.2
1.3.21	Nominations Process, Section 28.2
1.3.22(i-iii)	Nominations Process, Section 28.2
1.3.24	Nominations Process, Section 28.2
1.3.25	Nominations Process, Section 28.2
1.3.28	Periodic Rate Adjustment (PRA) – Fuel, Section 53A.E.
1.3.29	Nominations Process, Section 28.2
1.3.32	Intraday Nominations, Section 28.3
1.3.33	Intraday Nominations, Section 28.3
1.3.40	Nominations Process, Section 28.2
1.3.42	Nominations Process, Section 28.2
1.3.80	Nominations Process, Section 28.2
2.2.1	Definition of Terms, Section 1
2.3.11	Measurement, Section 2
2.3.14	Measurement, Section 2
2.3.16	Billing Throughput Quantity, Section 30.G.
2.3.18	Billing Throughput Quantity, Section 30.G.
2.3.26	Reallocation, Section 33
2.3.47	Resolution of Imbalances, Section 32.3.B.7.
3.2.1	Definition of Terms, Section 1

<u>NAESB Standard</u>	<u>Tariff record</u>
3.3.15	Billing and Payment, Section 8
3.3.17	Billing and Payment, Section 8
3.3.18	Billing and Payment, Section 8
3.3.19	Billing and Payment, Section 8
5.2.3	Capacity Release, Section 47.N.
5.2.4	Capacity Release, Section 47.O.
5.3.1	Capacity Release, Section 47.F.
5.3.2	Capacity Release, Section 47.D. & 47.F.
5.3.3	Capacity Release, Section 47.F.
5.3.4	Capacity Release, Section 47.E.
5.3.11	Capacity Release, Section 47.A.
5.3.13	Capacity Release, Section 47.E.
5.3.14	Capacity Release, Section 47.C.
5.3.15	Capacity Release, Section 47.E.
5.3.16	Capacity Release, Section 47.C.
5.3.19	Capacity Release, Section 47.H.
5.3.24	Capacity Release, Section 47.A.
5.3.25	Capacity Release, Section 47.D.
5.3.31	Capacity Release, Section 47.D.
5.3.32	Capacity Release, Section 47.D.
5.3.44	Capacity Release, Section 47.N.
5.3.45	Capacity Release, Section 47.N.
5.3.53	Capacity Release, Section 47.N.
5.3.54	Capacity Release, Section 47.N.
5.3.57	Capacity Release, Section 47.N.
5.3.58	Capacity Release, Section 47.N.
5.3.62	Capacity Release, Section 47.O.
5.3.62a	Capacity Release, Section 47.O.
5.3.63	Capacity Release, Section 47.O.
5.3.64	Capacity Release, Section 47.O.
5.3.66	Capacity Release, Section 47.O.
5.3.68	Capacity Release, Section 47.O.
5.3.69	Capacity Release, Section 47.O.

Standards Incorporated by Reference:

Additional Standards:

General:

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2, 0.4.3

Location Data Download

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Datasets:

0.4.4

Storage Information:

Dataset:

0.4.1

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.1, 1.3.4, 1.3.5, 1.3.7, 1.3.8, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.22(iv), 1.3.23, 1.3.26, 1.3.27, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.41, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.81, 1.3.82

Datasets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:

2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Datasets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.109, 4.3.110

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.5

Standards:

5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.12, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.26, 5.3.28, 5.3.29, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.55, 5.3.56, 5.3.59, 5.3.60, 5.3.65, 5.3.67, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

Standards for which Waiver or Extension of Time to Comply have been granted:

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
0.3.2	Waiver
2.4.1	Extension of Time
2.4.2	Extension of Time
2.4.17	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time

43. RESERVED FOR FUTURE USE

44. QUALITY

All gas to be received from Shipper into the Northern pipeline system shall conform to the following specifications:

- (1) The gas shall be commercially free from objectionable odors, solid matter, dust, gums and gum-forming constituents, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators, or other appliances through which it flows.
- (2) Oxygen - less than or equal to 0.2% by volume.
- (3) Hydrogen sulfide - less than or equal to 1/4 grain/Ccf.
- (4) Total Sulphur - less than or equal to 20 grains/Ccf.
- (5) Carbon Dioxide - less than or equal to 2.0% by volume.
- (6) Water - less than or equal to 6 pounds/MMcf.
- (7) Heating Value - greater than or equal to 950 Btu/cubic foot.
- (8) The temperature shall be less than or equal to 120 degrees Fahrenheit.

If any gas received by Northern shall fail at any time to conform to the specifications set forth above, Northern may refuse to accept delivery pending correction by the other party. Northern may, on a basis that is not unduly discriminatory, elect to accept gas which fails to meet specifications.

Northern shall have the unconditional right to commingle gas received from any Shipper or source for transportation under this Tariff with gas received from other Shippers or sources. Northern's obligation under this Tariff shall be to deliver thermally equivalent volumes, less Fuel and UAF, from the points of receipt to the points of delivery under the terms and conditions of the applicable Rate Schedules of this Tariff, and each party tendering gas to Northern shall recognize that gas delivered by Northern has been commingled from various sources and will not be the same molecules, or contain the identical constituents, as the gas received by Northern. No party tendering gas to Northern shall have the right to any particular constituent in the gas tendered, including but not limited to, liquids and liquefiable hydrocarbons while such constituents are entrained in the gas stream.

45. WARRANTY

In the event Northern does not have title to the gas being transported, Shipper warrants that Shipper at the time of delivery of gas to Northern will have good title to all such gas pursuant to contractual arrangements entered into prior to commencement of service, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever; provided, however, that pursuant to Section 44, of these GENERAL TERMS AND CONDITIONS, Shipper or its designee may elect to retain the right to process such gas for the removal of liquids and liquifiable hydrocarbons, but in such instances Shipper warrants that it or its designee has good right to do so pursuant to contractual arrangements entered into prior to commencement of service. Shipper will indemnify Northern and save it harmless from all suits, actions, debts, liabilities, accounts, damages, costs, losses, and expenses (including attorneys' fees and court costs) arising out of the adverse claim of any person or persons claiming ownership of any interest in the gas or for any taxes, licenses, royalties, fees, or charges which are applicable prior to the time of delivery of such gas to Northern. In the event any adverse claim of any character whatsoever is asserted with respect to any of said gas, Northern shall have the right to suspend service under the Service Agreement until such time as Shipper's title or right to deliver is free from question.

46. CREDITWORTHINESS

Prior to execution of a Service Agreement, providing for service under any Rate Schedule, a Shipper or a prospective shipper (hereinafter in this Section 46 jointly referred to as "Shipper") shall be required to establish creditworthiness with Northern. Northern shall not be required to: (1) execute a Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Northern's standards for creditworthiness; or (2) initiate service to a Shipper who fails to meet Northern's standards for creditworthiness; or (3) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at Northern's request, fails within a reasonable period to demonstrate creditworthiness.

For purposes herein, the determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper and Shipper's estimated financial strength as defined by a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Rating Group (Standard & Poor's), a rating of at least "Baa3" by Moody's Investors Service, Inc. (Moody's), a rating of at least "BBB-" by Fitch Ratings (Fitch) (collectively "Minimum Rating"), and if Shipper is at the Minimum Rating, the Shipper's Short-Term and Long-Term Outlook or Credit Watch must be Stable or Positive from Standard & Poor's, Moody's and Fitch; or for Canadian Shippers not rated by Standard & Poor's, Fitch, or Moody's, a rating of at least "BBB(low)" by Dominion Bond Rating Service (Dominion) and the Canadian Shipper's Short-Term and Long-Term Outlook or Credit Watch is Stable or Positive from Dominion. To the extent Shipper is rated by multiple agencies, the lower rating applies. If Shipper is not rated by Standard & Poor's, Moody's, Fitch, or Dominion, a determination of a Shipper's creditworthiness shall be based upon (at the Shipper's election) (1) the credit rating assigned to the Shipper's parent company (if the parent company is creditworthy it must provide a written guarantee in a form satisfactory to Northern), or (2) a credit rating, as evaluated by Northern, based upon the level of service requested by Shipper and financial analysis criteria and ratios which are generally acceptable in the natural gas industry. If Northern determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, Fitch, or Dominion, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and Northern, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural gas industry. In addition, to establish creditworthiness Shipper must confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Northern's creditworthiness provisions shall not supersede applicable bankruptcy laws. Northern will provide Shipper written notice of the reasons it has been deemed non-creditworthy at the same time that Northern provides the notification to Shipper that it has been deemed non-creditworthy.

If a Shipper otherwise fails to establish or maintain creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of:

- (1) any Firm Service Agreement:
 - (a) written guarantee in a form satisfactory to Northern from a third party which is creditworthy as determined above;
 - (b) an irrevocable standby letter of credit from a financial institution acceptable to Northern in an amount not to exceed a rolling 3 months (or, at Shipper's option, the highest 3 months) of reservation charges under the contract plus an amount equal to the highest monthly imbalance volume owed by shipper during the previous 12 months, valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period;

- (c) cash in the amount not to exceed a rolling 3 months (or, at Shipper's option, the highest 3 months) of reservation charges under the contract plus an amount equal to the highest monthly imbalance volume owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period; or
- (d) other security acceptable to Northern.

In the event Northern constructs new lateral facilities to accommodate a Shipper, Northern may require additional Security in an amount up to the Shipper's proportionate share in the cost of the facilities. In the event a Shipper defaults and its service is terminated, Northern shall mitigate damages from the default and reduce the Security retained from the defaulting Shipper through methods such as netting the difference between the highest net present value of any replacement contract entered into for the terminated capacity and the net present value of the remaining term of the defaulting Shipper's contract at the time of the default; or

(2) any Interruptible Service Agreement:

- (a) a written guarantee in a form satisfactory to Northern from a third party which is creditworthy as determined above;
- (b) an irrevocable standby letter of credit from a financial institution acceptable to Northern in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery Rate Schedules and the value of gas under the ILD Rate Schedule, plus an amount equal to the highest monthly volume of imbalance owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period;
- (c) cash in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery Rate Schedules and the value of gas under the ILD Rate Schedule, plus an amount equal to the highest monthly volume of imbalance owed by the shipper during the previous 12 months valued at up to the highest basis adjusted NYMEX futures price in the next 12 month period; or
- (d) other security acceptable to Northern.

Security, as set forth in (1) and (2) above, is hereinafter referred to as "Security."

For purposes of cash Security under either (1)(c) or (2)(c) above, Shipper may designate an interest-bearing escrow account to be established and owned by Northern. Shipper shall be entitled to receive the interest on the cash Security held in the account.

For purposes of "Security" under this Section 46, the value of gas shall be based on an amount up to the highest of (1) the basis adjusted NYMEX futures price or the posted Midpoint Price for "Northern, demarc" as published in the Daily Price Survey of the "Gas Daily," whichever is applicable for the withdrawal period, (2) the average monthly basis adjusted NYMEX futures price during the next 12 calendar month period, or (3) the basis adjusted NYMEX futures price for the period of injection. In addition, the value of gas that may be included in Security shall be limited to: (a) the outstanding value of any gas loaned to a Shipper, (b) the value of 2 months of gas delivered under the ILD Rate Schedule, (c) the value of the gas to be loaned for the upcoming month, and/or (d) the value of gas to be delivered pursuant to the ILD Rate Schedule for the upcoming month. This means that the Shipper shall provide such Security to Northern for the

value of gas that has already been loaned and/or delivered pursuant to the ILD Rate Schedule and/or one month's value of storage gas to be loaned and/or LNG to be delivered.

If the value of either imbalance gas, storage gas loaned to Shipper, or gas delivered pursuant to the ILD Rate Schedule decreases after Security has been provided, Shipper may agree that Northern may continue to hold such Security. Additionally, security levels shall not be revised more than weekly.

To permit Northern to conduct a creditworthiness review, a Shipper shall, upon request by Northern, render to Northern: (1) a completed credit application, and (2) complete financial statements prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent principles. Upon requesting transportation service, Northern may require a Shipper to submit a completed credit application unless it has previously submitted such to Northern within the last twelve (12) months. If a Shipper elects to provide an irrevocable standby letter of credit or cash Security, the completed credit application and financial statement requirement is waived by Northern.

Northern shall have the right to review a Shipper's creditworthiness on an ongoing basis and Shipper shall provide, upon Northern's request, updated financial statements periodically in order to determine the continuing creditworthiness of a Shipper. Shipper shall have at least 3 Business Days to respond to Northern's request for financial statements. Upon review of the Shipper's financial statements, Northern shall determine if the Shipper is creditworthy. If the Shipper is determined to be non-creditworthy, Northern may require Security as set forth herein. Shipper shall have at least 5 Business Days from Northern's written request to pay Northern for one month of service in advance. Shipper shall have at least 30 days to provide the next three (3) months of Security to continue service. If the Shipper fails to provide the required Security within these time periods, Northern may suspend service immediately. In addition, Northern will provide at least 30 days written notice to Shipper and the Commission that it will terminate service if the Shipper fails to provide the required Security.

Provided, however, Northern may limit a non-creditworthy Shipper's activity that would create or increase Northern's credit exposure to Shipper related to storage gas loans or delivery pursuant to the ILD Rate Schedule. Upon Shipper's providing financial assurance in a form acceptable to Northern in an amount equal to the outstanding value of any storage gas loaned to the Shipper and the value of any storage gas to be loaned, the Shipper may create or increase a storage loaned gas balance, up to the dollar value provided. Upon Shipper providing financial assurance in a form acceptable to Northern in an amount equal to the outstanding value of delivery of LNG under the ILD Rate Schedule to the Shipper and the value of LNG to be delivered, the Shipper may create or increase LNG deliveries, up to the dollar value provided. The requirements set forth in the paragraph above shall continue to apply to suspensions and terminations of all service.

Shipper shall have the right to request that its credit status be reevaluated by Northern at any time. If the Security requirements are terminated and the Shipper previously had provided Northern cash Security, the Shipper may elect to have the Security returned.

Northern may determine that a Shipper is no longer creditworthy if, in the reasonable opinion of Northern, a Shipper (or its guarantor) suffers a material adverse change (i.e., default on indebtedness, restatement of financials, non-payment) in its financial condition such that Shipper's ability to perform its obligations to Northern is materially impaired. If Shipper is no longer creditworthy, Northern may require financial statements and, when applicable, Security as set forth herein. Shipper shall have the right to demonstrate that the material adverse change has been remedied and request that Northern reevaluate the Shipper's creditworthiness to determine whether the Security requirements can be terminated.

If Shipper is unable to maintain creditworthiness and has not provided Security, any executed service agreement(s) may be terminated or suspended as set forth herein. Shipper is not responsible for reservation charges while service is suspended. If Shipper has defaulted under an agreement then, after providing 5 days written notice to Shipper to cure such default and Shipper's failure to cure such default, Northern shall net and/or setoff, as allowed by law, all positions (transportation, storage, imbalances, SBA, rate refunds, etc.) prior to settling outstanding account balances with the Shipper. For purposes of netting and/or setoff of obligations, gas balances shall first be dollar-valued based on the posted Midpoint Price for "Northern demarc" as published in "Gas Daily" for the most recent date available at the time the setoff occurs. Further, gas volumes loaned by Northern to Shipper, including quantities delivered to Shipper pursuant to the ILD Rate Schedule and gas volumes held by Northern on behalf of the Shipper shall be considered mutual debts owed. Northern shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its system.

Northern will also consider a Small Customer's past payment record with Northern. Specifically, if a Small Customer is current with its payments to Northern, and has not been delinquent in paying its bills to Northern over the past twelve months (with good faith billing disputes excepted), the Small Customer shall be deemed to have met the creditworthiness standard with respect to new or existing transportation and storage contracts with Northern. For other Shippers, Northern shall consider such Shipper's past payment history as one of the factors in determining such Shipper's creditworthiness.

Northern and Shipper may enter into agreements to implement the provisions of this Section 46 or agreements related to credit and/or repayment for the cost of construction of mainline or lateral facilities. Any such agreement(s), along with the Shipper's service agreement(s), constitute one unitary unseverable agreement and memorialize the terms and conditions of a single transaction. A default under either agreement shall constitute a default under the other agreement. Upon Shipper's default, Northern shall have all rights granted to it by law or equity, including those contained in this Tariff and the agreements.

47. CAPACITY RELEASE

A. Release Options

Any eligible Shipper, excluding certificated 7(c) and GS-T Shippers, may release firm throughput or FDD capacity under one of the following options, as applicable:

1. Level I. Permanent Release of Firm Capacity. Capacity will be permanently released for the remaining term of the contract. All contract terms and points remain the same.
2. Level II. Temporary Release of Firm Capacity With No Recall.
3. Level III. Temporary Release of Firm Capacity with Recall. The released capacity is subject to recall based on limitations as stated in the offer by each Releasing Shipper. The nomination procedure must be adhered to.
4. Levels II and III.
 - a. Releases for 31 days or less, releases of capacity for more than one year at the maximum Tariff rates, releases to an asset manager (AMA), as defined by FERC regulations at 18 C.F.R. 284.8, or releases to a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8, are exempt from the advance posting and bidding requirements. However, the Releasing Shipper must provide the terms of such releases to Northern for informational posting purposes at the time of the release.
 - b. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the advance posting and bidding requirements set forth in this Section 47. Such releases must take effect within one year of the date that the pipeline is notified of the release.
 - c. With the exception of releases to an AMA or to a participant in a state-required retail access program, releases for 31 days or less are not eligible for: (i) Extension or rollover without first complying with the advance posting and bidding requirements, or, (ii) Re-release without posting to the same Shipper until twenty-eight (28) days after the first release period has concluded.

The rate charged for a release for more than one year may not exceed the applicable maximum rate.

A Shipper with firm capacity in the Market Area may release its firm capacity only in the Market Area, subject to the availability of capacity in the Market Area. A Shipper with firm capacity in the Field Area may release its firm capacity only in the Field Area, subject to availability of capacity in the Field Area. Segmental releases may be requested. System Management Service (SMS) may be released along with the release of the corresponding throughput capacity.

Offers to release and bids, including pre-arranged releases, shall be posted upon receipt. A Releasing Shipper may request a later posting time for posting of such offer, and Northern will support such request insofar as it comports with the standard time line specified in NAESB WGQ Standard No. 5.3.2. The Replacement Shipper under a pre-arranged release must initiate confirmation of the release electronically.

B. Offers to Release

A Shipper desiring to release firm capacity, must post on Northern's website an offer to release capacity no more than twelve (12) months prior to the proposed date of the release unless the prearranged release is negotiated with a project-financed facility to facilitate its financing. An open bidding process will take place. The open bidding will take place for a period of time as specified in Subpart 47.D. Offers to release firm capacity and bids for released capacity must be complete before being posted.

An offer is valid only if completed in its entirety, as detailed below. The offer must include the quantity, term, minimum price, recall provisions, best offer standards, the details of any hourly take restrictions and any other applicable terms. Any best offer standard designated by the Releasing Shipper must be objective, non-discriminatory and applicable to all potential Replacement Shippers. Releasing Shippers have the right to allow contingent bids, provided the provisions for such contingent bid(s) are provided in the offer.

Releasing Shipper may specify dollars and cents or percentages of the maximum Tariff rate in the denomination of bids. If SMS is being released, it must be so stated in the offer. A Shipper releasing capacity temporarily must also state in the offer if the Replacement Shipper will be permitted to amend the primary receipt and/or delivery points. All requested releases will be validated by Northern prior to execution of the agreement. Northern will post capacity wanted notices on the website for prospective Shippers.

C. Revocation of Offer to Release

Offers to release firm capacity shall be binding until notice of withdrawal is received by Northern on its Customer Activities website. The Releasing Shipper may not revoke its posted release after the bid period ends. The Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

D. Open Season

After posting of the offer to release on the website, there will be an open season during which Northern will receive open bids for the released capacity. Bids will be posted as provided in Subpart 47.E. below. The open bid must state whether the bidder is affiliated with the Releasing Shipper. Offers will be posted for the following time periods:

A Shipper desiring to release firm capacity for one year or less, including pre-arranged releases, must post on Northern's website an offer to release capacity by 9:00 a.m. (CCT) on a Business Day. A Shipper desiring to release firm capacity for more than one year, including pre-arranged releases at less than maximum rates, must post on Northern's website an offer to release capacity by 9:00 a.m. (CCT) on a Business Day. For purposes of this Section 47, a Business Day is defined as the hours Northern has its business offices open between 8:00 a.m. one day and 8:00 a.m. the next day. The posting of a pre-arranged deal that is not subject to bid must be made by 12:00 p.m. (CCT) for the Timely cycle; 5:00 p.m. (CCT) for the Evening Cycle; 9:00 a.m. (CCT) for the Intraday 1 cycle; 1:30 p.m. for the Intraday 2 cycle; and 6:00 p.m. for the Intraday 3 cycle. Northern will accept and process capacity release offers from Releasing Shipper(s) (or its authorized third party service provider), provided the valid offer is received by Northern prior to the respective deadline specified above. Such offer, will be posted as an offer and will be available for bidding by the posted-by deadline and start of bidding time specified (for the received Business Day) as set forth above or the Releasing Shipper's specified Business Day (if later than the received Business Day).

After posting of the offer, there will be an open season during which Northern will receive open bids for the released capacity. For biddable releases that are one year or less in duration, the open season will end by 10:00 a.m. (CCT) on the same or a subsequent Business Day. For biddable releases that are more than one year in duration, the open season shall include no less than three 9:00 a.m. to 10:00 a.m. (CCT) time periods on consecutive Business Days. Northern will provide for the creation of capacity release bids from potential Replacement Shipper(s) (or its authorized third party service provider), provided the valid bid is submitted no later than the respective deadline set forth above. Such timely bid, will be evaluated by Northern for the purpose of identifying the winning bidder(s) associated with the offer.

There will be no extensions of the original bid period or the pre-arranged deal match period.

Northern must preapprove Replacement Shipper's creditworthiness.

E. Bids

During the open season, a Shipper desiring to bid on released capacity must use Northern's website to post all valid bids, listing all pertinent terms and conditions of the valid bids. Valid bids shall be partially executed Service Agreements. Any Replacement Shipper must meet Northern's creditworthiness requirements pursuant to Section 46 of GENERAL TERMS AND CONDITIONS of this Tariff.

Bids shall be binding until notice of withdrawal is received by Northern on its Customer Activities website. A bidder may not withdraw a bid for the released capacity after the bid period ends. Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.

Northern shall allocate available capacity to the best bid first and continue allocating until all offered capacity is awarded. Unless the Releasing Shipper has specified otherwise, in the event equivalent bids are submitted, the capacity will be made available on a pro rata basis to the equal bidders. Should any one of the equal bidders veto the pro rata allocation of the capacity, Northern will conduct a lottery to select the winning bidder, who will then be allocated its requested capacity. The remainder will be available to the other bidder(s) on a pro rata basis, which may again trigger the veto/lottery selection process.

F. Determination and Posting of Best Offer; Awarding Capacity

The evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken. Northern will evaluate the bids and will determine which bid constitutes the best bid by determining the highest economic unit value unless the Releasing Shipper has provided Northern an alternative best bid evaluation methodology. The Releasing Shipper may designate one of the following options to determine the best bid: (1) highest rate; (2) net revenue and (3) present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. For additional information regarding releases using an indexed-based rate(s), see Subpart 47.P. below. Other choices of bid evaluation methodology may be selected by the Releasing Shipper at the discretion of Northern. However, Northern is not required to offer other choices or similar timeline treatment for other choices, nor, is it held to the timeline should the Releasing Shipper elect another method of evaluation. Northern will utilize a calculation based on rate, term and quantity to determine the highest economic unit value, utilizing the FERC interest rate. The comparative economic unit value of each bid will be determined by calculating the Net Present Value (NPV) of each bid over the term of the bid, and

then dividing by the quantity of the respective bid. The NPV calculation shall include only revenue generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse reservation rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse Shippers. Northern's evaluation will be completed and the bid to be matched (for pre-arranged deals) or awarded will be communicated by 11:00 a.m. (CCT). Any match response is due by 11:30 a.m. (CCT) and the award will be posted on the website by 12:00 p.m. (CCT). A contract number will be issued within one hour of award posting, with nomination possible beginning at the next available nomination cycle for the effective date of the contract.

The above capacity release timelines, as set forth in this Section 47, are applicable to all parties; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, (2) for index-based capacity release transactions, the Releasing Shipper has provided Northern with sufficient instructions to evaluate the corresponding bid(s) according to the timelines (3) there are no special terms or conditions of the release and (4) one of the above listed best bid evaluation methodologies is selected. Further, Northern may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Northern). In the event the above conditions are not met, the transaction will be processed within three (3) Business Days or as soon as reasonably practicable, whichever is sooner.

A new contract number(s) will be issued for temporary released capacity, and service will be provided pursuant to the applicable rate schedule, pro forma service agreement, and capacity release offer, bid and award. Permanently acquired capacity may be added to existing agreements if requested; otherwise, a new service agreement(s) and contract number will be issued.

G. Posting of Completed Release Transactions

Releases will remain posted for seven (7) days for informational purposes only, as follows:

1. All releases at maximum rate(s), Level I permanent releases and Level II and III prearranged releases: the name of the Releasing Shipper, name of the Replacement Shipper, price, quantity and term.
2. All other releases: the name of the Releasing Shipper, name of the Replacement Shipper, the term, price, quantity, primary receipt and delivery point(s), whether subject to recall, whether the Replacement Shipper is an affiliate of Northern or the Releasing Shipper, if known, and Releasing Shipper's best offer standard, if any.

H. Re-release

Re-releases will be allowed on the same terms and basis as the primary release (except as prohibited by the regulations).

I. Liability of Releasing Shipper on a Temporary Release

For all temporary capacity releases, the Releasing Shipper will remain liable for the demand-related terms and conditions of the contract. Any other outstanding payments, imbalances or other liabilities accrued by the Replacement Shipper will be the responsibility of the Replacement Shipper.

J. Rates

1. Commodity Charge

Offers for released capacity must contain the maximum firm commodity charge, regardless of whether primary or alternate firm receipt and delivery points are utilized, unless Northern and the Replacement Shipper agree to a discount.

2. Demand Credit

Unless Northern and the Releasing Shipper have agreed to a different credit, the Releasing Shipper will receive a demand charge credit equal to the amount of throughput reservation charges received from the Replacement Shipper less any marketing fee if applicable. Such credit will be on the invoice for the month of the release.

3. Marketing Fee

A negotiated marketing fee will be applicable when the Releasing or Replacement Shipper agrees in advance to engage Northern's services and pay the fee.

4. Maximum One-Part Rate

The maximum one-part rate that may be charged to a Replacement Shipper cannot produce daily revenue that exceeds the revenue that would have been produced by use of Northern's maximum reservation and commodity charges on a daily basis, except no rate limitation applies to the release of capacity for a period of one year or less.

5. Maximum Two-Part Rate

The maximum two-part rate that a Releasing Shipper may charge cannot exceed Northern's maximum reservation and commodity charges, except no rate limitation applies to the release of capacity for a period of one year or less.

K. Billing

For TF or TFX capacity, Northern shall directly bill the Replacement Shipper the agreed to rate for the released capacity, as well as any applicable usage charges and penalties plus a marketing fee, if applicable. The Releasing Shipper will be billed at the contractual transportation rates, plus a marketing fee, if applicable. The Releasing Shipper will be credited in the same billing month with all demand-related revenues received from the Replacement Shipper. Any amounts credited shall be limited to demand-related revenues received from the Replacement Shipper.

L. Termination of Contract

1. For Non-Payment by the Releasing Shipper. Northern may elect to terminate a Replacement Shipper's service agreement upon 30 days written notice of such termination to a Replacement Shipper, under the following conditions:
 - a. The Releasing Shipper has failed to pay in accordance with Section 8 of the GENERAL TERMS AND CONDITIONS of this Tariff; and
 - b. The Replacement Shipper does not agree to pay the lower of (i) the Releasing Shipper's contract rate, or (ii) the maximum Tariff rate for the service for the remainder of the Replacement Shipper's contract. However, in the event that the Releasing Shipper is paying Northern a contract rate above the maximum Tariff rate because such a rate was needed to justify the economics of a capital project, and the Replacement Shipper agreed to pay the Releasing Shipper a rate above the maximum Tariff rate, then Northern may terminate the Replacement Shipper's contract if the Replacement Shipper does not agree to continue to pay the rate it agreed to pay the Releasing Shipper.
 - c. Northern shall notify the Releasing and Replacement Shipper simultaneously upon determining that the Releasing Shipper is in default.
 - d. Northern may simultaneously provide written notices to the Releasing Shipper that its contract will be terminated and to the Replacement Shipper of the rate it must agree to pay in order to retain the capacity.
 - e. In no event will the rate charged the Replacement Shipper be higher than the rate charged the Releasing Shipper.
2. For Non-Payment by Replacement Shipper. If the Replacement Shipper does not make full payment of all amounts billed to it by Northern within ten (10) days of the date of invoice, Northern shall notify the Replacement Shipper in writing, and copy the Releasing Shipper, advising that if default continues for a thirty (30) day period from such invoice date, the Service Agreement may be terminated; provided, however, Replacement Shipper may avoid termination by providing Northern with good and sufficient indemnity bond. If Replacement Shipper fails to remedy non-payment within such thirty (30) day period, the Service Agreement between Northern and the Replacement Shipper may be terminated, and the Releasing Shipper shall immediately be able to again release such capacity.
3. Due to Lack of Creditworthiness. Northern may elect to terminate a Replacement Shipper's service agreement upon 30 days written notice of such termination to a Replacement Shipper, under the following conditions:
 - a. The Releasing Shipper has failed to maintain creditworthiness and has been provided written notice that its contract will be terminated in accordance with Section 46 of the GENERAL TERMS AND CONDITIONS of this Tariff; and
 - b. The Replacement Shipper does not agree to pay the lower of (i) the Releasing Shipper's contract rate, or (ii) the maximum Tariff rate for the service for the remainder of the Replacement Shipper's contract. However, in the event that the Releasing Shipper is paying Northern a contract rate above the maximum Tariff rate because such a rate was needed to justify the economics of a capital project, and the Replacement Shipper agreed

to pay the Releasing Shipper a rate above the maximum Tariff rate, then Northern may terminate the Replacement Shipper's contract if the Replacement Shipper does not agree to continue to pay the rate it agreed to pay the Releasing Shipper.

- c. Northern shall notify the Releasing and Replacement Shipper simultaneously upon determining that the Releasing Shipper is not creditworthy.
- d. Northern may simultaneously provide written notices to the Releasing Shipper that its contract will be terminated and to the Replacement Shipper of the rate it must agree to pay in order to retain the capacity.
- e. In no event will the rate charged the Replacement Shipper be higher than the rate charged the Releasing Shipper.

M. Tiers

Any capacity released temporarily must retain its tier identification (TF12 or TF5), if applicable. For TF5 and TF12 quantities permanently released, the Releasing and Replacement Shipper's TF5 capacity shall not exceed thirty percent (30%) of the total aggregate MDQ of the released or acquired contract, as applicable, or the grandfathered percentage. If TF5 quantities are permanently released and the Replacement Shipper does not add the entitlement to an existing TF service agreement, or such TF5 quantities exceed the 30% requirement, the TF5 entitlement will be deemed to be provided pursuant to the TFX Rate Schedule and a TFX service agreement will be issued to the Replacement Shipper.

N. Recall of Released Capacity

Subject to the terms of the release, the Releasing Shipper may recall released capacity as provided below. Recalls of capacity release transactions shall be subject to Elapsed Prorata Capacity (EPC). EPC means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity. Reputting by the Releasing Shipper shall be as agreed upon by the Replacement Shipper and the Releasing Shipper. The deadline for notifying Northern of a reput is 8:00 a.m. to allow for timely nominations to flow for the next Gas Day.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity at each of the NAESB Nomination grid cycles by providing notice to Northern by the following times for each cycle:

- 1. Timely Recall Notification:
 - a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 8:00 a.m. on the day that Timely Nominations are due;
 - b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 9:00 a.m. on the day that Timely Nominations are due (CCT);

2. Early Evening Recall Notification:

- a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 3:00 p.m. on the day that Evening Nominations are due (CCT);
- b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 4:00 p.m. on the day that Evening Nominations are due (CCT);

3. Evening Recall Notification:

- a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 5:00 p.m. on the day that Evening Nominations are due (CCT);
- b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 6:00 p.m. on the day that Evening Nominations are due (CCT);

4. Intraday 1 Recall Notification:

- a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 7:00 a.m. on the day that Intraday 1 Nominations are due (CCT);
- b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (CCT); and

5. Intraday 2 Recall Notification:

- a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 12:00 p.m. on the day that Intraday 2 Nominations are due (CCT);
- b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 1:00 p.m. on the day that Intraday 2 Nominations are due (CCT).

6. Intraday 3 Recall Notification:

- a. A Releasing Shipper recalling capacity should provide notice to Northern and the first Replacement Shipper of such recall no later than 4:00 p.m. on the day that Intraday 3 Nominations are due (CCT);
- b. Northern should provide notification to all affected Replacement Shippers of such recall no later than 5:00 p.m. on the day that Intraday 3 Nominations are due (CCT).

For recall notification provided to Northern prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Northern should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to Northern after 5:00 p.m. and prior to 7:00 a.m., Northern should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (CCT).

When a Releasing Shipper with recall rights desires to recall its capacity during an Intra-Day cycle, Northern's capacity release system will indicate to such Shipper the capacity available for recall based upon the EPC. Therefore, the Releasing Shipper's recall notification to Northern would reflect the adjusted total released capacity entitlement.

Northern shall not be obligated to deliver in excess of the total daily contract quantity of the release.

The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC.

When capacity is recalled, it may not be reput for the same Gas Day.

O. Index-Based Capacity Releases

For index-based capacity release transactions, Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Northern's minimum reservation rate or zero cents when there is no stated minimum reservation rate.

For index-based capacity release transactions, Northern should support a Rate Floor to be specified by the Releasing Shipper in the capacity release offer.

For index-based capacity release transactions, Northern should support the ability of a Releasing Shipper to specify in the capacity release offer a non-biddable Rate Default. The Rate Default cannot be less than the Rate Floor, if any.

For index-based capacity release transactions, Northern should support the ability of a Releasing Shipper to specify in the capacity release offer a non-biddable Rate Default. The Rate Default cannot be less than the Rate Floor, if any.

For index-based capacity release transactions, the Releasing Shipper must specify which one of the following methods is acceptable for bidding on a given index-based capacity release offer:

- percentage of the formula,
- dollars and cents differential from the formula,
- dollars and cents differential from the Rate Floor, or
- an approved methodology in this Tariff, if any.

When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the award will be calculated as the greater of (1) the result of the formula or (2) the Rate Floor plus the high bid's differential, both not to exceed Northern's maximum reservation rate, if applicable.

The Releasing Shipper may specify another method in the special terms and conditions, but the capacity release offer may not be processed within the capacity release timeline pursuant to NAESB WGQ Standard No. 5.3.2.

Unless otherwise specified in this Tariff, for index-based capacity release transactions where the result of the award is to be applied on a monthly basis, and the formula detailed in the capacity release award requires calculations on a daily basis, the results of such daily calculations may exceed the applicable maximum daily reservation rate or be less than the applicable minimum daily reservation rate. However, any resulting monthly reservation rate may not exceed Northern's maximum monthly reservation rate, as applicable, or be less than the Rate Floor specified in the capacity release award.

If the resulting monthly reservation rate exceeds Northern's maximum reservation rate, as applicable, Northern's maximum reservation rate should be used for invoicing. If the resulting monthly reservation rate is less than the Rate Floor, the Rate Floor should be used for invoicing.

For invoicing of volumetric index-based capacity release transactions, where the result of the formula detailed in the capacity release award is to be applied on a daily basis, if the calculated daily rate exceeds Northern's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Northern's maximum reservation rate or the Rate Floor, respectively, should apply.

For index-based capacity release transactions, upon mutual agreement between the Releasing Shipper and Northern, the Releasing Shipper should provide Northern and the Replacement Shipper with the detailed calculation of the reservation rate(s). Except as provided below, this rate(s) will be stated on the invoice provided by Northern to the Replacement Shipper pursuant to the capacity release award. The results of the Releasing Shipper's calculations should conform to the capacity release award and/or to Northern's minimum and maximum reservation rates, as applicable.

- For reservation and monthly volumetric index-based capacity release transactions, the detailed calculation should be provided in a mutually agreed upon format no later than the second Business Day of the month following the transportation under the release.
- For volumetric index-based capacity release transactions requiring a daily rate calculation, the detailed calculation should be provided in a report pursuant to NAESB WGQ Standard No. 5.3.69.

If the report is not provided by the applicable deadline above or is deficient, Northern will notify the Releasing Shipper to provide Northern with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Northern will invoice the Replacement Shipper the greater of the Rate Default specified in the capacity release offer or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Northern by both the Releasing Shipper and the Replacement Shipper that prior period adjustments to the calculated reservation rates used in the invoice are appropriate, invoiced amounts can be revised subsequently, upward or downward, to conform to the capacity release award, subject to the requirements governing prior period adjustments.

For volumetric index-based capacity release transactions, where the Releasing Shipper performs invoicing calculations pursuant to NAESB WGQ Standard No. 5.3.66, Northern will provide allocated quantities to the Releasing Shipper according to a mutually agreed upon timetable. The Releasing Shipper should have at least one Business Day to process the quantities prior to returning such invoicing information to Northern in a tabular format.

Northern will provide the allocated quantities to the Releasing Shipper in a tabular file to be described by Northern. The first row of the file will contain the column headers and data will begin on the second row of the file. In addition, the first column will contain the applicable Gas Day(s).

48. DAILY DELIVERY VARIANCE CHARGES (DDVC)

48.1 General

- A. Shippers are required to take actual daily volumes at their delivery point(s) as close to daily scheduled volumes as possible. In the event that actual daily volumes vary from daily scheduled volumes, Shippers are subject to Daily Delivery Variance Charges (DDVC), after a tolerance has been considered (except as provided below in Subsection 48.3 - System Overrun Limitation).

There are five (5) types of DDVC's: a Positive DDVC, a Positive/Critical Day DDVC, a Negative DDVC, a Punitive DDVC and a Punitive/Critical Day DDVC. The rate for each is set forth in Part 4, Section 8.

Also, see Rate Schedule SMS of this Tariff, "System Management Service."

- B. Revenues associated with DDVC charges shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.
- C. In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.
- D. Northern reserves the right to waive DDVC's in a not unduly discriminatory manner. In the event Northern calls a Critical or SOL Day, negative DDVCs for the affected area will be waived. In the event Northern calls an SUL day, positive and punitive DDVCs for the affected area will be waived.

48.2 DDVC Types

A. Positive DDVC

In the absence of an SOL or Critical Day being called (as described in Subsections 48.3 and 48.4 below), the Positive DDVC shall apply under the following conditions:

For TF and TFX:

1. If daily volumes scheduled at the delivery point are less than the MDQ, the Positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point, up to a level equal to the MDQ plus five percent (5%) of the MDQ.
2. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the first five percent (5%) of the daily scheduled volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point.
3. If the Shipper has subscribed to service under Rate Schedule SMS, the Positive DDVC, as determined in 1. and 2. above, will apply to volumes in excess of the scheduled volume plus the five percent (5%) tolerance plus the SMS Contract Quantity (SMSQ).
4. The tolerance level for Small Customers who have not bypassed Northern's system in 1. and 2. above shall be the greater of five percent (5%) of all scheduled volumes at the point or 650 Dth. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ.

The Positive DDVC level for Small Customers who have not bypassed Northern's system is as follows: if daily volumes scheduled at the delivery point are less than the MDQ, the positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance level of the greater of five percent (5%) of scheduled volumes at the point or 650 Dth, up to a level equal to the MDQ plus the greater of five percent (5%) of the MDQ or 650 Dth. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the greater of the first five percent (5%) of the daily scheduled volumes or 650 Dth in excess of all daily volumes scheduled at the point plus a tolerance of the greater of five percent (5%) of scheduled volumes or 650 Dth at the point.

The Positive DDVC level for Bypassing Small Customers is as follows: if daily volumes scheduled at the delivery point are less than the MDQ, the positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance level equal to the Bypassing Small Customer's MDQ. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to an amount equal to the Bypassing Small Customer's MDQ plus a tolerance of the Bypassing Small Customer's MDQ at the point.

For TI:

1. The Positive DDVC shall apply to the first five percent (5%) of daily scheduled volumes at each delivery point which are in excess of the scheduled volumes at the point plus a tolerance of five percent (5%) of the scheduled volumes at the point.

2. The tolerance for Small Customers who have not bypassed Northern's system is the greater of five percent of all scheduled volumes at the point or 650 Dth. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ.

B. Negative DDVC

Unless an SOL has been called (as described in Subsection 48.3 below), the Negative DDVC shall apply to the daily volumes at each delivery point which are less than the sum of all daily volumes scheduled at the point, after a tolerance of five percent (5%) of all daily volumes scheduled at the point has been considered. The tolerance for Small Customers who have not bypassed Northern's system is the greater of five percent (5%) of all daily volumes scheduled at the point or 650 Dth. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ. If Shipper has subscribed to service under Rate Schedule SMS, the Negative DDVC applies only to the actual volumes taken that are less than the scheduled volumes, less the sum of the tolerance and the SMSQ.

C. Punitive DDVC

The Punitive DDVC shall apply to the daily volumes at each delivery point that are in excess of the Positive DDVC level as determined in Subpart A. above.

48.3 System Overrun Limitation (SOL)

In the event that the pipeline system operating integrity is in jeopardy, an SOL may be called for all or part of the SMS entitlement above MDQ. When an SOL is in effect SMS may not be available above the MDQ. Any decision by Northern to call an SOL will also involve a decision on the level of SMS service that would be authorized above MDQ. If SMS is offered, Northern will post on its website the percentage of SMS that may be utilized above the MDQ, ranging from 0-100%. The website posting of available SMS service levels will be made concurrently with the SOL declaration. If throughput overrun has been scheduled during an SOL, SMS is available below the scheduled level, but the five percent (5%) tolerance will not apply above the Shipper's MDQ (including any overrun volumes scheduled) before the Positive or Punitive DDVC's apply. The tolerance on scheduled volumes below the MDQ will be up to four percent (4%) not to exceed the MDQ on an SOL. However, Small Customer and Bypassing Small Customer tolerances and positive DDVC levels as set forth in Subsection 48.2, Subpart A.4 above apply at all times, even when an SOL is called. In addition, when an SOL is in effect, if the sum of the scheduled volume on all of Shipper's firm and interruptible Throughput Service Agreements is equal to or greater than the Shipper's MDQ and no SMS is being authorized above the MDQ, then the tolerance is not available above the MDQ level. However, in such case, SMS is available up to the Shipper's MDQ. Further, Small Customers and Bypassing Small Customers retain their use of tolerance and positive DDVC levels as set forth in Subsection 48.2, Subpart A.4 above, and SMS on SOL or Critical Days, and Small Customers and Bypassing Small Customers are not subject to the foregoing limitation.

An SOL may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by branchline, Operational Zone, Market/Field Area, and up to the entire system, in that order. Northern will post the SOL on the website no later than 3:00 p.m. CCT of the Gas Day for which SOL has been called. Northern will determine the operating status of the pipeline system using the following criteria: weather forecast; system conditions-line pack, overall projected pressures at monitored locations and storage conditions; facility status-horsepower utilization and availability; and overall send-out projections and availability. In the event any or all of these criteria cause Northern's operating condition to severely deteriorate, a Critical Day may be called in Northern's sole discretion.

48.4 Critical Day

- A. Northern shall have the right to post a Critical Day notice in order (1) to alleviate conditions which threaten the integrity of its pipeline system, (2) to maintain pipeline operations at the pressures required to provide an efficient and reliable firm transportation service to Shippers, and (3) to maintain its pipeline system in balance for the foregoing purposes. A Critical Day may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by a branchline, Operational Zone, Market/Field Area, and up to the entire system, in that order. When possible, Northern will limit the Critical Day notice to the offending Shipper(s).

The following events and/or operational variables could cause Northern to issue or end a Critical Day:

- (1) weather forecast;
- (2) system conditions including line pack;
- (3) overall projected pressures at monitored locations;
- (4) storage conditions; and
- (5) facility status including horsepower utilization and availability.

Before issuing a Critical Day notice, an SOL Day will be posted. Prior to posting a Critical Day notice, subject to timing and availability, Northern will use its operating tools to attempt to alleviate the operational concern. Such tools include line pack, operational storage, Carlton Resolution, LNG, and System Balancing Agreements (SBA).

1. Notice. Northern will post the Critical Day notice on its website no later than two and one-half (2 1/2) hours prior to the NAESB Grid Cycle nomination deadlines for the Critical Day Gas Day. The Critical Day will remain in effect for the remainder of the Gas Day. Northern will post a new notice for each subsequent Gas Day, as applicable. The notice will contain the following information:
 - a. The affected area;
 - b. Offending Shipper(s), if known, subject to the Critical Day;
 - c. The day and time that the Critical Day will become effective;
 - d. The operational variables for the following: line pack and projected long/short gas;
 - e. Weather forecasts; and
 - f. Demarc and MIP prices.
2. Reporting. Northern will post on its Internet website within a reasonable period of time following the conclusion of the Critical Day, a report describing the conditions that required the issuance and the termination of the Critical Day.
3. Critical Day DDVCs. In the event Northern calls a Critical Day, the determination of the volumes subject to Positive DDVC and Punitive DDVC are as set forth above in Subsection 48.2, and no tolerance will apply above the Shipper's MDQ (including any overrun volumes scheduled) before DDVC's apply. The tolerance on scheduled volumes below MDQ will be up to 3% not to exceed MDQ on a Critical Day. However, the rates such Positive volumes and Punitive volumes are charged shall be the Positive/Critical Day DDVC rates and Punitive/Critical Day DDVC rates, respectively. The first two percent (2%) of Positive/Critical Day DDVC volumes are charged the greater of \$15/Dth or 1.5 times the indices as set forth in Part 4, Section 8 and the next three percent (3%) are charged greater of \$22/Dth or 1.75 times the indices as set forth in Part 4, Section 8. The Punitive/Critical Day DDVC rates are also charged at two (2) levels: Level I shall apply to the five percent (5%) of the daily volumes at each delivery point that are in excess of the Positive/Critical DDVC level, and Level II shall apply to any excess volumes above Level I. Level I and II DDVC charges are set forth in

- Part 4, Section 8. However, Small Customer and Bypassing Small Customer tolerances and positive DDVC levels as set forth in Subsection 48.2, Subpart A.4 above apply at all times, even when a Critical Day is called. Small Customer and Bypassing Small Customer Positive/Critical DDVC levels are the greater of \$15/Dth or 1.5 times the indices as set forth in Part 4, Section 8 for the greater of the first 2%, or 260 Dth, and the greater of \$22/Dth or 1.75 times the indices as set forth in Part 4, Section 8 for the greater of the next 3%, or 390 Dth. In addition, when a Critical Day is in effect, if the sum of the scheduled volume on all of Shipper's firm and interruptible Throughput Service Agreements is equal to or greater than the Shipper's MDQ, then the tolerance is not available above the MDQ level. However, in such case, SMS is available up to the Shipper's MDQ. Further, Small Customers and Bypassing Small Customers retain their use of tolerance and positive DDVC levels as set forth in Subsection 48.2, Subpart A.4 above, and SMS on SOL or Critical Days, and Small Customers are not subject to the foregoing limitation. In the event Northern posts a Critical Day notice to be effective during the Intraday 1, Intraday 2 or Intraday 3 nomination cycle, Northern will only impose penalties resulting from a Critical Day prospectively. However, should a Critical Day be called during an Intraday 2 or Intraday 3 nomination cycle, Northern will only apply the Critical Day penalty charges to shippers who reduce their nominations in the Intraday 2 or Intraday 3 cycle, but still take volumes in excess of the reduced nomination.
- B. Northern shall provide affected parties with notification of Critical Days through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Critical Days. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of Critical Days to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.

48.5 SOL or Critical Day at a Point or Branchline

SOL or Critical Day at a Point or Branchline. When an SOL or Critical Day is called at individual point(s) or on a branchline(s) and the affected Shipper(s) have nominated and scheduled volumes at a zone level, the DDVC variance will be the difference between the individual point MDQ as set forth on Appendix B of their Service Agreement and the actual deliveries for each point in the affected area. Small Customers retain their use of tolerance and positive DDVC levels as set forth in Subsection 48.2, Subpart A.4 above and SMS when an SOL has been called to a point or Branchline level and Small Customers are not subject to the foregoing limitation.

48.6 System Underrun Limitation (SUL)

System Underrun Limitation (SUL). In the event that the pipeline system operating integrity is in jeopardy, an SUL may be called. When an SUL is in effect SMS is available below the throughput scheduled and SMS is available above the scheduled level, however, no five percent (5%) tolerance will apply below the Shipper's scheduled volume before the Negative DDVC's equal to the greater of \$1.00 or 1.25 times the indices as set forth in Part 4, Section 8 will apply. However, Small Customer's tolerance and Negative DDVC levels as set forth in Subsection 48.2, Subpart B. above apply at all times, even when an SUL is called.

An SUL may be called for all or part of the system by localizing the smallest affected area, beginning with individual points, followed by branchline, Operational Zone, Market/Field Area, and up to the entire system, in that order. Northern will post the SUL on the website no later than twenty-seven (27) hours prior to the Gas Day for which SUL will be called. Northern will determine the operating status of the pipeline system using the following criteria: weather forecast; system conditions-line pack, overall projected pressures at monitored locations and storage conditions; facility status-horsepower utilization and availability; and overall send-out projections and availability.

On an SUL day, Northern has the right to require Shippers whose scheduled quantities will contribute to the SUL situation to source their gas at other receipt points on Northern's system. A Shipper will not be required to source their gas at other receipt points if Northern is able to verify and confirm that such Shipper's scheduled quantities are not contributing to the SUL situation. Northern will require Shippers to move in the following order:

- (1) TI Shippers
- (2) Firm Shippers utilizing Alternate receipt point(s)
- (3) Firm Shippers with multiple Primary Receipt Points on their contract
- (4) Firm Shippers with a single Primary Receipt Points on their contract.

Shippers must be within their MDQ. Shippers will be required to move on a pro rata basis within each of the four (4) categories listed above.

Any Shipper required to utilize a different receipt point as stated above, will not be subject to DDVCs for any day that Shipper is required by Northern to move to a different receipt point.

49. NO-NOTICE OBLIGATION

Pursuant to Order No. 636, et seq., Northern is obligated to provide to previously existing firm sales customers a no-notice throughput service. Northern will meet this obligation through its System Management Service (SMS).

50A. SYSTEM BALANCING AGREEMENT (SBA)

Northern may enter into SBA or alternative agreements that provide for Peaking and Pack and Draft SBAs each year as needed. SBAs are agreements between a party and Northern that will provide that the SBA provider will, at Northern's direction, move gas to and from Northern's pipeline system by creating a positive or negative balance on the SBA agreement. The SBA provider may be any qualified LDC, producer, supplier or Shipper. SBA fees to fulfill the overall SBA requirements will be as agreed to between SBA providers and Northern.

50B. ANNUAL REPORT FOR OPERATIONAL PURCHASES AND SALES

Northern may make operational purchases and sales of natural gas in order (1) to maintain system pressure and line pack; (2) to balance Fuel and UAF quantities; (3) to implement the imbalance procedures in this Tariff; and (4) to perform other operational functions in connection with transportation, storage and other similar services.

On days identified by the Intercontinental Exchange as active day-ahead trading days, Northern will update its website to indicate whether it may be selling operational gas. Northern will maintain an archive of the information on the website for each annual period until 60 days after the filing of Northern's annual report described below. Northern's website will provide information on how prospective purchasers may contact Northern.

On or before May 1, annually Northern will file a report reflecting the operational purchases and sales for the 12 month period ending the preceding December 31. The annual report will identify the following: (1) the source of the operational gas purchased or sold; (2) the date of such sale or purchase; (3) the volume; (4) the purchase or sale price; (5) the costs and revenues from such purchase or sale; (6) the disposition of the associated costs and revenues; and (7) an explanation of the purpose of any operational transaction.

51. MISCELLANEOUS PROVISIONS IN SERVICE AGREEMENTS OR OTHER DOCUMENTS

In exchange for Shipper agreeing to enter into or amend a service agreement or for other consideration, Northern may agree to provide market support dollars to a Local Distribution Company.

52. RIGHT OF FIRST REFUSAL

Shippers holding firm Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months may exercise the Right of First Refusal. Such agreements are not subject to pregranted abandonment provided notice is given as described herein. A Shipper may agree to waive its Right of First Refusal at any time. Firm Service Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, retain the Right of First Refusal. Any service agreement must extend at maximum rates for twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months in order to retain its Right of First Refusal. Any Shipper with a contract having a Right of First Refusal that wishes to extend its contract at maximum rates for a term of at least five (5) years, can do so without exercising the Right of First Refusal process or posting. A firm Shipper may elect to retain a portion of its capacity, subject to the Right of First Refusal process and have Northern's pregranted abandonment authority apply to the remainder of the capacity.

The Right of First Refusal will not be applicable to interim service agreements for entitlement associated with (1) expansion projects as set forth in Part 8, Section 26 of this Tariff, and (2) capacity that is already under contract for a future period subject to the following conditions:

- (a) The future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future;
- (b) the bids must have been evaluated on a net present value basis; and
- (c) the future capacity must have been awarded to the Shipper providing the highest net present value bid.

The process for exercising the Right of First Refusal is as follows:

1. Notice

Northern will provide no more than nine (9) months, and no less than eight (8) months advance written notice of pending contract expiration to firm Shippers with contract terms of one (1) year or more. Shippers must give written notice to Northern within sixty (60) days of the date of Northern's notification to Shipper that it wishes Northern to post its capacity to begin the Right of First Refusal process. Failure by the Shipper to give Northern the notice specified in this Section will result in the automatic abandonment of the entitlement and the Shipper's right to the subject capacity at the end of the contract term will cease. Shipper may waive its right to participate in the Right of First Refusal process which will result in automatic abandonment of the entitlement upon the termination of the contract.

2. Bidding Process

Subsequent to Northern's receipt of the Shipper's Right of First Refusal notice described in Subpart 1. of this Section above, Northern will post the designated capacity on its website in order to solicit bids for the capacity. Northern will post any availability of throughput capacity under Right of First Refusal as separate and distinct from generally available throughput capacity. However, Northern may post any availability of Firm Deferred Delivery (FDD) capacity, including FDD capacity available under Right of First Refusal, in a single aggregate posting with the type of capacity identified, e.g., generally available or Right of First Refusal.

A Bidder desiring to obtain the posted capacity must submit a bid to Northern, in accordance with Subpart 3. of this Section below, within forty-five (45) days of the posting to participate in the Right of First Refusal process.

If the tendered bids are less than maximum rate and if Northern is willing to accept such rate, Northern will utilize an iterative bidding process. Each bid will be posted on the website and each iteration's best offer will be posted on the website for informational purposes, along with the name of the highest bidder. In subsequent iteration(s), bidders will have five (5) days to respond to Northern after a posting; thereafter, after each bidding period, Northern will have up to five (5) Business Days to perform an analysis to determine the best offer as described in Subpart 4. of this Section below. The bidding process must be completed three (3) months before the end of the existing contract term.

If any bid submitted by a bidder is subsequently withdrawn, any new bids submitted by such bidder for the same capacity or path(s) must be at a higher rate and produce a higher net present value (NPV). If the withdrawn bid is at the maximum rate, the new bid must be at the maximum rate and produce a higher NPV.

Northern will have the right to reject, on a non-discriminatory basis, any bid not at the maximum rate.

3. Contents of Bid

Service Agreements, corresponding to the Shipper's bid, will be required and must contain the price, term, amount of capacity desired and primary receipt and delivery points.

When any Shipper bids the maximum rate, such Shipper is only required to bid up to the maximum rate for its requested receipt and delivery points, not the maximum rate which may apply to different receipt and delivery points which could be charged for such service.

Multiple bids for throughput capacity, defined as different bids made for different portions of the total capacity, will be permitted.

Bidders for FDD capacity may submit bids on one or more packages of FDD capacity; provided, however, bidders may submit only one bid per package. In the event that bidder submits bids on more than one FDD package, then bidder must prioritize its bids and indicate a minimum and maximum total cycle quantity desired. However, in the event there is only one package available, a bidder may submit multiple bids that do not exceed the total quantity of the package.

4. Best Offer

Northern will determine which bid constitutes the best offer by determining the highest economic unit value (per dekatherm of capacity) to Northern. A calculation based on rate, term and quantity will be used to determine the highest economic unit value, utilizing the FERC interest rate. The comparative economic unit value of each bid will be determined by calculating the NPV of the incremental revenues of each offer over either the term of the offer or five (5) years, whichever is less, and then dividing by the quantity of the respective bid. However, if the bid is at maximum rate and the term is more than five (5) years, the entire term will be considered in determining the economic unit value. The best bid will be the bid with the highest NPV. The NPV is the discounted cash flow of incremental revenues per dekatherm to Northern for service. Incremental revenues are those revenues above and beyond the current revenues which Northern already receives from reservation charges being paid prior to the bid period. Northern will utilize the NPV calculation based on rate, term and quantity to determine the highest incremental revenues per dekatherm. The NPV calculation

shall include only revenues generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse reservation rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse Shippers.

For purposes of determining the best bid and allocating capacity, Shippers willing to pay more than the maximum Tariff rate will be considered to be paying the maximum Tariff rate.

In the event equivalent offers are submitted, the capacity will be made available on a pro rata basis to the equal bidders. Should any one of the equal bidders veto their pro rata allocation of the capacity, Northern will then conduct a lottery to select the winning bidder, who will then, if the bid is not matched under Subpart 5. of this Section below, be allotted its requested capacity. The remainder of said capacity, if any, will be available to the other equal bidder(s) on a pro rata basis, which will again trigger the veto/lottery selection process.

In the event that Northern is conducting an open season for generally available FDD capacity at the same time as the FDD Right of First Refusal process, Northern will allocate bids at maximum rates first to generally available FDD capacity and then on a pro rata basis to FDD Right of First Refusal capacity. Northern will include in the posting the allocation parameters for bids at less than maximum rates. In no event will Northern be required to enter into an Agreement at less than maximum rates.

If the original Shipper does not match the best offer, Northern will post the name of the winning bidder(s) on the website for a period of no less than five (5) Workdays. The winning bidder(s) must execute a Service Agreement within fifteen (15) days of Northern's tender thereof.

5. Match

a. Firm Transportation Service:

The original firm Shipper shall have the option to execute a firm Service Agreement which exactly matches the rate and term of the bid constituting the highest economic unit value to Northern. The highest rate that the original firm Shipper must match if it wishes to continue its service arrangement is the maximum Tariff rate. The original firm Shipper need only match the quantity bid if the quantity bid is less than the quantity offered under Subpart 1. of this Section above. Northern will notify the original firm Shipper within five (5) Workdays of the best offer it must match by tendering to such Shipper a Service Agreement. The Service Agreement must be executed by the original firm Shipper within fifteen (15) days of Northern's tender thereof. Northern is not required to accept an offer at less than the maximum rate.

b. Firm Deferred Delivery (FDD) Service:

The original FDD Shipper shall have the option to execute a FDD Service Agreement which exactly matches the rate and term of the bid constituting the highest economic unit value to Northern, subject to the following. The original Shipper is not required to match the quantity offered. The highest rate that the original FDD Shipper must match if it wishes to continue its service arrangement is the maximum Tariff rate.

- i. Northern will notify the original FDD Shipper within five (5) Workdays of the close of the bidding process of the various bids received for its capacity.

- ii. The original Shipper must provide written notice to Northern within fifteen (15) days of the date of Northern's notification as to which of the prioritized bids the original Shipper is willing to match. The original Shipper may not be required to match all bids. In the event bids received on the Shipper's capacity are for a quantity that is less than the Shipper's capacity, then the original Shipper must include in the notice to Northern a statement of its commitment to continue service for the capacity for which there were no bids. Such notice to Northern shall be binding upon the original Shipper.
- iii. Northern will determine the best offer(s) that the original Shipper must match based on the priority provided to Northern by bidders.
- iv. Upon tendering a Service Agreement for the best offer, such Service Agreement must be executed by the original FDD Shipper within fifteen (15) days. Northern is not required to accept an offer at less than the maximum rate.

6. No Bids

Where there are no competing bids for the capacity and the original firm Shipper agrees to pay the maximum rate, service may be contracted for any term the original firm Shipper chooses. Northern is not required to accept an offer at less than the maximum rate. If Northern rejects such a bid, the original Shipper may receive continued service at the maximum rate unless another rate is agreed to by Northern and the original Shipper. The original firm Shipper must execute the Service Agreement within fifteen (15) days of Northern's tender thereof.

53A. PERIODIC RATE ADJUSTMENT (PRA) - FUEL

A. Purpose and Applicability

This Section 53A establishes a Fuel PRA mechanism for the purpose of deriving the Transportation Fuel Percentages, the Unaccounted-For (UAF) Percentage, the FDD Storage Fuel, and FDD Storage Under-Recovery Retainage (URR) Percentage as set forth in Part 4, Section 10, applicable to all Rate Schedules included in Northern's FERC Gas Tariff TF, TFX, GS-T, TI and FDD respectively. The Market Area Fuel percentages will be determined seasonally. The Field Area Fuel percentages will be determined annually.

B. Definitions

1. Adjustment Amount. The true-up between actual volumes and estimated volumes.
2. Annual. The consecutive months January through December.
3. Fuel. Fuel consists of fuel burned and company used fuels: compressor, heater, dehydrate, actuators, un-metered, blow-down and purge.
4. Injection Period. The calendar months of June through October.
5. PRA Period. The twelve-month period ending December 31 each year.
6. PRA Settlement. Per Docket Nos. RP97-275-002 and TM97-2-59-000.
7. Pre URR Balance. The accumulated under-recoveries of storage gas in the Redfield and Lyons storage fields prior to January 1, 2020.
8. Post URR Balance. The net balance of under-recovered storage quantities recovered through the URR Percentage.
9. Throughput. Throughput is the actual volumes received, inclusive of Fuel and UAF, from the respective receipt points on Northern's system.
10. Transportation Fuel. The transportation Fuel retention percentage for each Section.
11. Under-Recovery Retainage (URR). The difference between the quantity of natural gas placed into the Redfield and Lyons storage fields as compared to the amount of gas withdrawn during an annual storage cycle, as adjusted for line losses and other field surface adjustments. A negative URR rate shall only apply to the extent that the Post URR Balance is a positive amount.
12. URR Adjustment. The quantity of the under/over-recovery calculated in the FDD Storage URR for the prior cycle year.
13. URR Percentage. The percentage applied to FDD injections during the Injection Period.

C. Methodology

The methodologies used to derive the Transportation Fuel Percentage, FDD Storage Fuel, FDD Storage URR and UAF are as follows:

1. Transportation Fuel Percentages

Northern has established Sections 1, 2 and 3 for Transportation Fuel Percentages. To calculate the Transportation Fuel Percentages, Northern determines a Fuel retention percentage for each such Fuel Section and then combines the individual Fuel retention percentages for such Fuel Section into Fuel retention percentages for each MID to MID transaction, subject to the methodology described below.

- a. The individual Fuel retention percentage for each Fuel Section is based on (1) the actual Fuel consumed in such Fuel Sections 1 and 2 during the PRA Period and for Section 3 the applicable Summer or Winter Season as adjusted for changes which are known and measurable with reasonable accuracy, is divided by (2) the actual Throughput for such Fuel Sections 1 and 2 during the same PRA Period and for Section 3 the applicable season. Each adjustment to the actual data in any PRA filing must be separately identified and supported with detailed work papers in such PRA filing.
- b. The actual Fuel consumed for each PRA Period for each Fuel Section is the Fuel consumed in the facilities located in the geographic boundaries of such Fuel Section.
- c. Subject to the provisions as described in Subpart C.1.e. below, the actual throughput for each Fuel Section for each PRA Period is determined as follows:
 - i. The Throughput for Fuel Section 1 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in Fuel Section 1 (Section 1 to Section 1); (2) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in any other Fuel Section (Section 1 to Section 2 and Section 3); and (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered to any delivery point in Fuel Section 1 (Section 2 and Section 3 to Section 1).
 - ii. The Throughput for Fuel Section 2 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 2 and delivered to any delivery point in Fuel Section 2 (Section 2 to Section 2); (2) all transportation volumes received at any receipt point in Fuel Section 2 (except receipts set forth in Part 4, Section 10.B.1) and delivered at any delivery point in Fuel Section 1 (Section 2 less exceptions to Section 1); (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered at any delivery point in Fuel Section 2 (Section 1 or Section 3 to Section 2) (except receipts received at any receipt point in Fuel Section 1 and delivered to the points set forth in Part 4, Section 10.B.2.); and (4) all transportation volumes received at any receipt point in Fuel Sections 1 or 2 and delivered at any delivery point in Fuel Section 3 (less volumes received at MID 16B and delivered to Section 3) (Sections 1 or 2 to Section 3).
 - iii. The Throughput for Fuel Section 3 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 3 and delivered at any delivery point in Fuel Section 3 (Section 3 to Section 3) and (2) all transportation volumes received at receipt points in any other Fuel Section and delivered at any delivery point in Fuel Section 3 (Sections 1 or 2 to Section 3).

- d. Subject to the Other Provisions as described in Subpart C.1.e. below, the individual Fuel retention percentages as determined above for each Fuel Section shall be combined as follows to determine the Fuel retention percentages for each MID to MID transaction:
 - i. The Fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 or 3 to any delivery point in any MID in Fuel Sections 1 shall be the derived Fuel retention percentage for Fuel Section 1. (Section 1 or 3 to Section 1).
 - ii. The Fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 to any delivery point in any MID in Fuel Section 2 (except as defined in Subpart C.1.c.ii.), or from any receipt point in any MID in Fuel Sections 2 (except as defined in Subpart C.1.c.ii.) to any delivery point in any MID in Fuel Section 1, shall be the sum of: (1) the derived Fuel retention percentage for Fuel Section 1, and (2) the derived Fuel retention percentage for Fuel Section 2. (Section 1 to Section 2 and Sections 2 (less exceptions) to Section 1).
 - iii. The Fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 2 or 3 to any delivery point in any MID in Fuel Section 2 shall be the derived Fuel retention percentage for such Fuel Section 2. (Sections 2 or 3 to Section 2).
 - iv. The Fuel retention percentage for each transaction from any receipt point in MID 17 (Fuel Section 3) to any delivery point in Section 3 shall be the derived Fuel retention percentage for Fuel Section 3. (Market to Market).
 - v. The Fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 to any delivery point in Fuel Section 3 shall be the sum of (1) the derived Fuel retention percentage for Fuel Section 1, plus (2) the derived Fuel retention percentage for Fuel Section 2, plus (3) the derived Fuel retention percentage for Fuel Section 3. (Section 1 to Section 3).
 - vi. The Fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 2 to any delivery point in Fuel Section 3 shall be the sum of: (1) the derived Fuel retention percentage for Fuel Section 2; plus (2) the derived Fuel retention percentage for Fuel Section 3. (Section 2 to Section 3).
- e. Other Provisions:
 - i. For transactions where gas is received at MID 16B and delivered to any delivery point in Section 3, the Fuel retention percentage shall be the derived Fuel retention percentage for Fuel Section 3.
 - ii. Throughput on transactions that is not assessed Fuel shall not be included in the Throughput that is used to calculate the Fuel retention percentages.
 - iii. Northern shall determine at the time of filing its PRAs, based on its system configuration and operational experience whether mainline compression was used in connection with transactions involving certain MIDs. At the time of filing, Northern will provide a full explanation of any changes in system configuration and operational experience related to the use of mainline compression, and parties will have the right to challenge any proposed changes in the PRA filing.

2. FDD Storage Fuel and URR

- a. The FDD Storage Fuel calculation is the Fuel Percentage applicable to FDD volumes injected during the Injection Period. The FDD Storage Fuel Percentage is calculated by dividing the applicable twelve-month actual storage Fuel, as provided for in the PRA Settlement, by the projected FDD Storage injections during the Injection Period.
- b. The FDD Storage URR Percentage is applied to the FDD volumes injected during the Injection Period. Subject to Subpart C.2.c. below, the URR Percentage is calculated by subtracting the total cycle withdrawal quantity from the total cycle injection quantity, as adjusted for line losses and other field surface adjustments, for the Redfield and Lyons storage fields, plus any FDD Storage URR Adjustment Amount to true-up the quantity from the prior cycle and dividing the result by the projected FDD Storage injections during the Injection Period.
- c. Calculation of Post URR Balance. Beginning with the implementation of the URR Percentage, when under-recoveries are collected through the URR Percentage, the under-recoveries are accumulated into the Post URR Balance. When a net over-recovery occurs, the URR Percentage will be negative. The total amount of such over-recovery will first be netted against the Post URR Balance. If the Post URR Balance is zero, any over-recoveries will be netted against the Pre URR Balance and no URR Percentage will be applicable for the amount of over-recovery that exceeds payback of the Post URR Balance.

3. Unaccounted-For (UAF)

The UAF percentage is calculated by dividing the twelve-month actual UAF gas for the respective PRA Period, by the Throughput for the same PRA Period. UAF is not collected for transportation from any receipt point in any MID to the delivery point at MID 16B.

D. True-up Mechanism

1. Transportation

Northern will true-up Transportation Fuel as follows:

Northern shall compare the Fuel retained for the applicable Winter or Summer Season or Annual time period with the actual Fuel consumed for the same period for Sections 1, 2 and 3 to determine the Fuel Adjustment Amount for each Fuel percentage. The actual Fuel consumed shall be calculated using the same rules and procedures utilized in calculating the Transportation Fuel Percentages. The Fuel Adjustment Amount will be divided by the applicable Sections 1, 2 and 3 Throughput to determine each Fuel Adjustment Percent to be added to each Section Fuel retention percentage for the applicable Winter or Summer Season or Annual period beginning the following Winter or Summer Season or Annual period. Under-retainage will result in a positive Fuel Adjustment Amount. Over-retainage will result in a negative Fuel Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year the Adjustment Amount for the prior year is first added to the actual Fuel retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the Fuel retained will be compared to the Fuel consumed. A zero percentage will be used for any section or MID Fuel percentage that is derived to be less than zero.

2. FDD Storage

Northern will true-up FDD Storage Fuel and URR as follows:

- a. Fuel. Northern shall annually compare the volume of FDD Storage Fuel retained for the most recent PRA Period with the volume of actual FDD Storage Fuel for the same period to determine the Adjustment Amount. The FDD Storage Adjustment Amount will be divided by the applicable injection volumes to determine the FDD Storage Adjustment Percent to be added to the FDD Storage Fuel retention percentage for the period beginning the subsequent April 1. Under-retainage will result in a positive Adjustment Amount. Over-retainage will result in a negative Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year, the Adjustment Amount for the prior year is first added to the actual FDD Storage Fuel retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the FDD Storage Fuel retained will be compared to the actual FDD Storage Fuel.
- b. URR. Northern shall compare the quantity recovered in the FDD Storage URR at the end of the Injection Period to the quantity of the under-recovery calculated in the FDD Storage URR for the prior cycle year to determine the FDD Storage URR Adjustment. The URR Adjustment will be incorporated into the computation of the FDD Storage URR Percentage for the upcoming Injection Period. Under-recovery will result in a positive FDD Storage URR Adjustment. Over-recovery will result in a negative FDD Storage URR Adjustment subject to the provisions of Subpart C.2.c. herein.

3. UAF

Northern shall annually compare the volume of UAF retained for the most recent PRA Period with the volume of actual UAF for the same period to determine the UAF Adjustment Amount. The UAF Adjustment Amount will be divided by the applicable Throughput to determine the UAF Adjustment Percent to be added to the UAF retention percentage for the period beginning the subsequent April 1. Under-retainage will result in a positive Adjustment Amount. Over-retainage will result in a negative Adjustment Amount. For purposes of determining the Adjustment Amount for years subsequent to the initial year of the PRA, the Adjustment Amount for the prior year is first added to the actual UAF retained for the prior year. To determine the Adjustment Amount for the subsequent year, the balance of the UAF retained will be compared to the actual UAF.

E. PRA Filing

Northern will file to change the Fuel, UAF and URR retained percentages as provided herein. For Section 3 Transportation Fuel, Northern will file each February 1 for the Summer Season Transportation Fuel to be effective the following April 1; Northern will file each May 1 for the Winter Season Transportation Fuel to be effective the following November 1. Furthermore, Northern will post on its website by December 1 of each year an estimated Section 3 Summer Season Transportation Fuel to be effective the following April 1.

Northern will file each February 1 for the Section 1 and 2 Transportation Fuel, Storage Fuel and URR, and UAF retained percentages to be effective the following April 1. In the event of a change to the makeup of the Sections 1 and 2 in a PRA or Section 4 or Section 5 filing, the effectiveness of the Fuel retention percentages derived therefrom shall be prospective only. For in-kind Fuel reimbursement procedures, Fuel rates will be made effective only at the beginning of the month.

Notwithstanding the filing dates above, Northern may file to revise any of the Fuel and UAF percentages at any time due to an anticipated over- or under-recovered volume.

53B. PERIODIC RATE ADJUSTMENT (PRA) - ELECTRIC COMPRESSION POWER COSTS

A. Purpose and Applicability

This Section 53B establishes an electric compression power costs PRA mechanism for the purpose of annually deriving the Market Area and Field Area electric compression commodity rates as set forth on Part 4, Section 10, applicable to all Throughput Rate Schedules included in Northern's FERC Gas Tariff, including TF, TFX, GS-T and TI, as may be revised from time to time.

B. Definitions

1. Electric Compression Power Costs. The costs of electric power used in the operation of any new electric horsepower compression installed after October 1, 1998.
2. Throughput. Throughput is actual throughput in the Market Area or Field Area for the 12-month period ending December 31 each year.

C. Methodology

The methodology used to derive the Market Area and Field Area electric compression commodity rates is as follows:

1. Field Area Electric Compression Commodity Rate

The Field Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in Subpart B.1. above, for electric compressors installed in the Field Area. The actual Electric Compression Power Costs for these Field Area Compression facilities will be summed for the twelve-month period ending December 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Field Area Throughput, as defined in Subpart B.2. above, to determine the applicable commodity rate to be set forth in Part 4, Section 10. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed work papers in such PRA filing.

2. Market Area Electric Compression Commodity Rate

The Market Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in Subpart B.1. above, for compressors installed in the Market Area. The actual Electric Compression Power Costs for these Market Area Compression facilities will be summed for the twelve-month period ending December 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Market Area Throughput, as defined in Subpart B.2. above, to determine the applicable commodity rate to be set forth in Part 4, Section 10. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed work papers in such PRA filing.

D. Effective Date

The Field Area and Market Area electric compression commodity rates will be applicable beginning June 1, 1999 and each annual period thereafter.

E. True-up Mechanism

Northern shall annually compare the amount of Electric Compression Power Costs collected via the Market Area and the Field Area commodity rates for the most recent twelve (12) months ended December 31 with the amount of actual Electric Compression Power Costs for the Market Area and the Field Area for the same period to determine the Market Area and the Field Area Adjustment Amounts. The Adjustment Amounts will be divided by the applicable Market Area and Field Area Throughput to determine the Market Area and Field Area Adjustment rates to be added to the Market Area and the Field Area electric compression commodity rates for the period beginning the subsequent April 1. Under-collection will result in a positive Adjustment Amount. Over-collection will result in a negative Adjustment Amount.

For purposes of determining the Adjustment Amounts for the Market Area and the Field Area for years subsequent to the initial year of the electric compression power PRA, the Adjustment Amount for the prior year is first added to the actual Market Area or Field Area Electric Compression Power Costs for the prior year. To determine the Adjustment Amount for any subsequent year, the cumulative balance of any Market Area or Field Area Electric Compression Power Costs collected will be compared to the actual cumulative balance of the Market Area and Field Area Electric Compression Power Costs, plus any applicable interest, determined in accordance with Section 154.501(d) of the Commission's regulations. Northern shall maintain a separate subaccount (Account No. 182.3 or 254) for purposes of tracking the differences between its actual Electric Compression Power Costs and its actual collections under this PRA. For purposes of this PRA, any refunds or surcharges related to these Electric Compression Power Costs shall be accounted for in the period in which Northern receives such refund or pays such surcharge.

F. PRA Filing

On February 1 Northern will file annually to change the Market Area and Field Area electric compression commodity rates effective each April 1, in accordance with this Section 53B, together with supporting documentation. Such documentation shall include identification of the electric powered compression covered by this PRA and the Electric Compression Power Costs for each such compressor. If Northern seeks recovery of any Electric Compression Power Costs from billings that Northern has allocated among various facilities, including electric powered compression, Northern shall identify and support its allocation method.

54. DISCOUNTING

A. Order of Discounting

Subject to the Tariff limitations pursuant to the applicable minimum and maximum rates, the discounting of rates shall be done in the following order:

1. Base Tariff rate.
2. Carlton Surcharge, as provided in Section 29.3.D. of these GENERAL TERMS AND CONDITIONS.

B. Types of Discounts

From time-to-time Shipper and Northern may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Northern may provide a specific discounted rate:

1. to certain specified quantities under the Service Agreement;
2. if specified quantity levels are actually achieved or with respect to quantities below a specified level;
3. to production reserves committed by the Shipper;
4. during specified time periods;
5. to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas;
6. in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported);
7. to provide that if one rate component which was equal to or within the applicable maximum and minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Northern's maximum rates and/or minimum rates, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall revenue, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to the rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable;
8. based on a formula including, but not limited to, published index prices for specific receipt or delivery points or other agreed-upon pricing reference points for price determination. Any service agreement containing such a discount will identify what rate component (i.e. reservation charge or usage charge or both) is discounted and any formula will produce a reservation rate per unit of contract demand; or

9. that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the maximum rate for a separate service provided under another rate schedule.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

55. OFF-SYSTEM SERVICES

From time to time, Northern may enter into transportation and/or storage agreements with other upstream or downstream third party entities. In the event that Northern acquires capacity on a third party entity, Northern will use such capacity for operational reasons or to render service to Shippers on the acquired capacity pursuant to Northern's FERC Gas Tariff and subject to Northern's approved rates, as such Tariff and rates may change from time to time. For use of the capacity which Northern has acquired on third party facilities, the "shipper must hold title" requirement is waived on the acquired capacity.

56. SEGMENTATION OF CAPACITY

Segmentation may be accomplished in Northern's Market and Field Areas by submitting a request in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff.

56.1 Market Area

- A. A Shipper utilizing firm transportation service under Rate Schedules included in Northern's FERC Gas Tariff may request, subject to the limitations set forth below, to segment its Market Area contractual firm entitlement into two segments as follows:
1. A Segmentation Point shall be established for Market Area capacity and shall be the Market Area Segmentation Point and Market Area Segmentation deferred delivery point. These segmentation points are only valid for nominations on the segmented contracts. A Shipper's segmented entitlement will be separated into two separate service agreements, one for the Access Segment and another for the Delivery Segment.
 2. Access Segment: The "Access Segment" shall be from the Shipper's Primary Receipt Point, excluding non-physical pooling points, to the applicable Segmentation Point. The Access Segment MDQ shall be limited to the available MDQ in the Shipper's service agreement. Alternate physical receipt points shall be available within MID 17. The Access Segment shall use the applicable Segmentation Point as its delivery point. Volumes delivered to the Segmentation Point shall not be subject to otherwise-applicable commodity rates or mainline Fuel charges.
 3. Delivery Segment: The "Delivery Segment" shall be from the Market Area Segmentation Point to the Shipper's Primary Delivery Point. The Delivery Segment shall be limited to the available MDQ in the Shipper's Service Agreement, and shall be subject to all applicable transportation rates and charges provided thereunder. The Delivery Segment shall use the Market Area Segmentation Point as its receipt point.
- B. All nominations for both the Access and Delivery Segments must be balanced at the Market Area Segmentation Point during each nomination cycle. Shipper may exercise virtual segmentation rights for its own use by making a nomination to utilize the Market Area Segmentation Point; or by posting and releasing capacity pursuant to the terms of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff. Segmented firm service agreements shall be treated as all other firm agreements under this Tariff for purposes of nominations and scheduling, except that deliveries to and receipts from the Market Area Segmentation Points shall have an alternate scheduling priority.

56.2 Field Area

A Shipper utilizing firm transportation service under TF and TFX Rate Schedules included in Northern's FERC Gas Tariff may, subject to the limitations set forth below, segment its Field Area contractual firm entitlement.

1. Northern shall grant Field Area segmentation if the criteria listed below are met. If the Field Area segmentation involves the release of capacity, the requirements of Section 47 of the GENERAL TERMS AND CONDITIONS of this Tariff must be satisfied.
2. General Criteria for Segmentation in Northern's Field Area. The following criteria for segmentation have been established to ensure that segmentation is provided to the greatest extent possible without detriment to, or degradation of, any Shipper's service.
 - a. The boundary between MID 7 and MID 8, hereinafter referred to as the MID 7B Segmentation Point, shall be established for purposes of Field Area segmentation. An associated MID 7B Segmentation Point Deferred Delivery location shall also be established.
 - b. Field Area segmentation will be permitted as long as the Shipper's existing contract has a Primary Receipt Point located south of the MID 7B Segmentation Point and a Primary Delivery Point located north of the MID 7B Segmentation Point (or vice-versa).
 - c. The segmented MDQ shall be limited to the available MDQ on the Shipper's service agreement. The Shipper will retain its existing contract, and the same MDQ assigned to both the Shipper's Primary Receipt Point(s) south of the MID 7B Segmentation Point and the Primary Delivery Point(s) north of the MID 7B Segmentation Point will be available to the Shipper in both the south and north segments, respectively. Shipper nominations that are at or below the MDQ in the segment will be scheduled on a primary or alternate basis. Shipper nominations that exceed the MDQ in the segment will be scheduled on an interruptible basis. Furthermore, nominations within the segment that are scheduled on an alternate basis will be designated as Alternate 1 (for nominations within the path) or Alternate 2 (for nominations outside the path).
 - d. Shipper may realign primary receipt or delivery point(s), subject to capacity availability, other than the MID 7B Segmentation Point. This includes segmented contracts acquired under capacity release.
 - e. To the extent it is operationally feasible and subject to Subpart 2.d. of this Subsection, a segmented transaction consisting of a backhaul and a forwardhaul nominated to the same point will be permitted to the extent capacity is available at the delivery point. The forwardhaul and backhaul delivered to the same point can exceed the MDQ of the original agreement.
 - f. All original contract provisions regarding rates apply to the segmented contracts. The reservation charge will be billed on the contract(s) as agreed to by Northern and the Shipper. The commodity rates, Fuel and UAF will be billed on the contracts that have been nominated during the month.
 - g. If a contract segment is released, Northern's capacity release Tariff provisions will apply, including all provisions for rates and billing.

57. PENALTY AND DDVC REVENUE CREDITING MECHANISM

A. Crediting Mechanism

Northern will credit all penalty and DDVC revenues collected that exceed the representative level of penalty revenue reflected in the design of the currently effective Recourse Rates, including interest per the Commission's regulations to Shippers as described below. In the commodity invoice for the production month of January of each year, Northern will credit all penalty and DDVC revenues collected for the immediately preceding Summer Season time period. In the commodity invoice for the production month of June of each year, Northern will credit all penalty and DDVC revenues collected for the immediately preceding Winter Season time period. Northern will add any Carlton penalty credit to Carlton Sourcer Shippers' annual Carlton Reimbursement, following the end of the heating season. Northern will add other penalty credits to Shippers' February commodity invoices. If a Shipper is no longer a customer of Northern, then the Shipper will receive payment by check. Northern will not issue a check for Shipper credits totaling less than \$50 for the year.

B. Allocation Method

1. **Daily Delivery Variance Charges and Curtailment Penalty.** DDVC charges (positive, negative, punitive & critical) collected pursuant to Section 48, penalties collected pursuant to Section 19.1.B. and Section 19.1.E. of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible Shippers as follows: Shippers who are subject to daily delivery variance charges (Shippers who take the swing at delivery points on Northern's system) will receive an allocated portion of the DDVC dollars collected. Northern will prorate the DDVC dollars based on a weighted value equal to the total annual scheduled volume at the delivery points that are subject to DDVCs where each Shipper takes the swing, multiplied by a percent equal to 100% minus the percent of the total DDVC dollars paid by each Shipper. For allocating DDVC revenue credits for the Winter Season, the annual scheduled quantities for the trailing 12 months ended March 31 will be used. For allocating DDVC revenue credits for the Summer Season, the annual scheduled quantities for the trailing 12 months ended October 31 will be used. Volumes at pooling points and points subject to OBAs are not subject to DDVCs. In the event the amount refunded from a previous period changes (e.g., due to a dispute), the DDVC revenue credits will be adjusted to account for the change in the subsequent DDVC revenue credit filing(s).
2. **Receipt Point and Supply Shortfall and Excess Penalties.** Receipt Point and Supply Shortfall and Excess penalties collected pursuant to Section 31 of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible Shippers as follows: Shippers that operate contiguous, onshore receipt points that do not have an OBA will receive a credit. Northern will prorate the receipt point penalty dollars based on a weighted value equal to the total annual scheduled volume at the receipt points operated by the Shipper, multiplied by a percent equal to 100% minus the percent of the total receipt point and supply shortfall penalty dollars paid by each Shipper.
3. **Carlton Penalty.** Penalties collected pursuant to Section 29.3.D. of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to Carlton Sourcers as follows: each will receive an allocated portion of the Carlton Penalty dollars collected. Northern will prorate the Carlton Penalty dollars based on a weighting value equal to the total Carlton Resolution flow obligation of the Carlton Resolution Shipper multiplied by a percentage equal to 100% minus the percent of the total Carlton Resolution penalty dollars paid by the Shipper for the year.

4. Unauthorized Gas. The value of Unauthorized Gas remaining in Northern's system will be credited to firm and interruptible Shippers in accordance with the following:
 - a. The value of Unauthorized Gas remaining in Northern's system under Section 34 of the GENERAL TERMS AND CONDITIONS of this Tariff will be credited to firm and interruptible Shippers, prorated according to each Shipper's total deliveries for the month in which the gas was determined to be Unauthorized Gas.
 - b. The value of gas invoiced to the Shipper in excess of 100% of the index price, or the value of the gas remaining in Northern's system under Part 7, Section 7.J.3. of the PDD Rate Schedule and Part 7, Section 8.D.3. and Section 8.E.3. of the IDD Rate Schedule will be credited to firm deferred delivery Shippers, according to each FDD Shipper's total cycle quantity.
 - c. The value of Unauthorized Gas remaining in Northern's system will be determined by multiplying the applicable Monthly Index Price (MIP), as set forth in Part 8, Section 32.2.A., for the applicable month, by the total quantity of gas remaining in the system.
5. PDD Rollover Charge. Rollover Charges collected pursuant to Rate Schedule PDD will be credited to the preferred deferred delivery Shippers according to each PDD Shipper's total cycle quantity.
6. Failure to Deliver Gas for Liquefaction. Amounts collected from Shipper in accordance with Part 7, Section 10.F. of Rate Schedule ILD that are in excess of Northern's replacement cost shall be credited to Market Area firm and interruptible throughput agreement Shippers, prorated according to each Shipper's total throughput deliveries for the month in which the gas was replaced.

58. CROSS-REFERENCE FOR TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

- A. The following provisions may be agreed to by Northern and a Shipper, on a not unduly discriminatory basis. The provisions may be agreed to in one or more of the following methods:
1. "Other": The provisions may be included in the section of the *pro forma* service agreement(s) entitled "Other Provisions Permitted by Tariff Under the Applicable Rate Schedule." The provisions will be posted in Northern's transactional reports; and/or
 2. Separate Document: The provisions may be included in an agreement other than a transportation or storage service agreement. Northern will post the agreement on its website for 90 days. The agreements will be posted no later than (a) the first nomination under the transaction or (b) the first Business Day after execution.
- B. Conforming service agreements will continue to be conforming even if subsequent changes to the *pro forma* service agreement have been filed and approved.

See actual Tariff Section referenced for entire provision.

Tariff Part & Section(s)	Rate Schedule / General Terms & Conditions	Provision
Part 7, Section 1.B. and Section 2.B.	TF, TFX	Subject to the terms of this paragraph, a Shipper may select the full requirements option...
Part 7, Section 1.E., Section 2.D., Section 3.C, and Section 6.H.	TF, TFX, GS-T, FDD	Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.
Part 7, Section 1.E.1.b., Section 2.E.1., and Section 6.H.	TF, TFX, FDD	Northern and Shipper may agree to include ROFR rights...
Part 7, Section 1.E.2., Section 2.D., and Section 6.H.	TF, TFX, FDD	Northern and Shipper may agree to reduction rights...
Part 7, Section 1.F.4.e., Section 2.G.4.e., and Section 4.F.3.d.	TF, TFX, TI	Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory...
Part 7, Section 1.H.	TF	Northern and Shipper may agree to remove any or all delivery points from the annual reallocation ...
Part 7, Section 1.H.	TF	...daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis...unless Northern and Shipper agree in writing to a different allocation...

See actual Tariff Section referenced for entire provision.

Tariff Part & Section(s)	Rate Schedule / General Terms & Conditions	Provision
Part 7, Section 6.B.2.(1)	FDD	Unless otherwise mutually agreed, Shipper shall not be allowed to change between options within a cycle year, and Shipper must maintain the same max FDD Account Balance and the same Max Daily Withdrawal Storage Quantity.
Part 7, Section 6.B.7.	FDD	...In the event the agent fails to pay ... Unless otherwise agreed ... costs shall be distributed between the Shippers on a pro rata basis...
Part 7, Section 6.C.	FDD	If operationally feasible, Northern may agree to retain any quantities remaining in the FDD account after the withdrawal period for a subsequent period.
Part 7, Section 6.G., Section 7.E., and Section 8.H.	FDD PDD IDD	When the Ogden storage point is used, the shipper must use the same type of service to transport to and from the storage point, unless agreed to otherwise by Northern...
Part 7, Section 7.B.	PDD	...Northern may, on a not unduly discriminatory basis, agree with the Shipper on a termination fee...
Part 8, Section 2	GTC	Measurement...heating value ... shall be calculated ... any other method mutually agreed upon ... Chromatograph ... owned by Northern ... or as agreed
Part 8, Section 2	GTC	Such units of volume shall be determined by multiplying the number of cubic feet ... unless otherwise agreed to by Northern.
Part 8, Section 2	GTC	Spot sampling frequency; In the alternative, the responsibility for meter installation, operation and/or maintenance may be as mutually agreed upon between the parties.

See actual Tariff Section referenced for entire provision.

Tariff Part & Section(s)	Rate Schedule / General Terms & Conditions	Provision
Part 8, Section 3	GTC	Upon request, Northern will offer to negotiate with a Delivery Point Operator, on a not unduly discriminatory basis, how Northern will manage the quality of gas delivered to the Delivery Point Operator...
Part 8, Section 4 and Section 19.1.E	GTC	Facilities—provisions/ agreements regarding construction and operation of facilities and reimbursement of costs for facilities
Part 8, Section 7	GTC	Northern and Shipper may ... agree to waive a trial by jury...
Part 8, Section 8	GTC	If the invoice is in dispute...upon payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement...
Part 8, Section 19.1.E.	GTC	Unless Northern and Shipper mutually agree to limit hourly takes to less than 6.3% for incremental entitlement, ...
Part 8, Section 19.1.E.	GTC	In the Field Area, Northern and Shipper may mutually agree to hourly takes of 4.16% of the new or extended entitlement at the delivery point, ...
Part 8, Section 21	GTC	Northern and Shipper may ... agree to alternative forms of dispute resolution...
Part 8, Section 22.B.	GTC	...reservation charge credits...
Part 8, Section 29.6	GTC	Contract flow orders...
Part 8, Section 30.A.	GTC	Billing Throughput Quantity – Default Order – unless agreed to otherwise
Part 8, Section 30.G.	GTC	...a pre-determined allocation ... will be agreed upon

See actual Tariff Section referenced for entire provision.

Tariff Part & Section(s)	Rate Schedule / General Terms & Conditions	Provision
Part 8, Section 38	GTC	Unless otherwise mutually agreed to, delivery of natural gas...shall be at such varying pressures as may exist...
Part 8, Section 46	GTC	Credit Agreements
Part 8, Section 47.J.2.	GTC	Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit...
Part 8, Section 47.J.3.	GTC	Marketing Fee. A negotiated marketing fee...
Part 8, Section 48.1.D.	GTC	Agreements to waive DDVCs
Part 8, Section 51	TF, TFX	...agree to market support dollars...
Part 8, Section 52	GTC	A Shipper may agree to waive its ROFR at any time...
Part 8, Section 52	GTC	The ROFR will not be applicable...

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[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX & GS-T Rate Schedules)
[Attach applicable Appendices]

Date: _____

Shipper's Name and Address for Notices

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment

(or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[WHERE APPLICABLE]

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Northern Natural Gas Company
Amendment to [insert proper rate schedule] [Throughput, as applicable] Service Agreement
(TF, TFX, GS-T, TI, SMS, MPS, ILD, IDD, PDD, & FDD Rate Schedules)

Date: _____

Shipper Name: _____

Contract No.: _____ (Agreement)

[If applicable] Amendment No.: _____

[When applicable - Related Segmented Firm Throughput Service Agreement Contract Nos.: _____
(Insert Applicable Contract No. References) _____]

The above-referenced Agreement is amended [if applicable, for the period [insert amendment start date] through [insert amendment end date] as follows:

or

[If applicable; for background purposes - not to include binding consideration] Whereas clauses as necessary. [If Whereas Clause] NOW THEREFORE, the Agreement is amended [[if applicable] for the period [insert amendment start date] through [insert amendment end date]] as follows:

[If applicable] This Amendment supersedes {insert amendment(s) or agreement(s) or that all amendments or agreements are being superseded}.

[Applicable paragraphs not necessarily in this order.]

1. [If applicable - rate and/or surcharge provisions] (may be in multiple paragraphs)
2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]
3. [If applicable - Information related to miscellaneous amendments such as changes to the shipper name, subpart, notice information, and/or replacing or deleting provisions]
4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall revenue, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.
7. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] TF12 Base/Variable Restatement

1. Pursuant to Northern's FERC Gas Tariff, Seventh Revised Volume No. 1, Part 7, Section 1 - Rate Schedule TF, Subpart H, Shipper's MDQ for TF12 Base entitlement and TF12 Variable entitlement have been adjusted in accordance with the Appendix "A" attached hereto.
2. Shipper represents that the volumes that were delivered to Shipper's FDD, PDD or IDD Service Agreement(s) during the summer period are or will be ultimately delivered to the Shipper's Town Border Stations or delivery points under this Agreement.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

1. Effective from _____ to _____, the MDQ of the Agreement is reduced from _____ to _____.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

1. Governing law; Jurisdiction; Consent to Suit.
 - a. As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
 - b. Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.
 - c. Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints

_____{agent name}, _____{agent full address}
as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

d. Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

The effective date of this Amendment is _____.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY
By:
Title:
Date:

[SHIPPER NAME]
By:
Title:
Date:

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
 Request No.: _____
 Amendment No.: _____ [if applicable]

Appendix A
 Firm Throughput Service Agreement
 [insert proper rate schedule] Rate Schedule
 [TFX & GS-T Rate Schedules]

Shipper: _____

Term: _____ through _____

Contract Volumes (Dth):

[Volume]				
FIELD	_____	[Month From]	_____	[Month To] _____
	_____	[Month From]	_____	[Month To] _____
MARKET	_____	[Month From]	_____	[Month To] _____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
R	_____	_____	_____	_____	_____
R	_____	_____	_____	_____	_____
R	_____	_____	_____	_____	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	_____
D	_____	_____	_____	_____	_____
		Total Deliveries	_____	_____	.....	_____

Page ___ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
 Request No.: _____
 Amendment No.: _____ [if applicable]

Appendix A
 Firm Throughput Service Agreement
 TF Rate Schedule

Shipper: _____

Term: _____ through _____

Contract Volumes (Dth):

[Volume]					
FIELD	_____	[Month From]	_____	[Month To]	_____
	_____	[Month From]	_____	[Month To]	_____
MARKET	_____	[Month From]	_____	[Month To]	_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12B	_____	_____
TF12V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
R	_____	_____	_____	_____	_____
R	_____	_____	_____	_____	_____
R	_____	_____	_____	_____	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	_____
D	_____	_____	_____	_____	_____
		Total Deliveries	_____	_____	.....	_____

Page ____ of ____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix B [or B-1]
Firm Throughput Service Agreement
[insert proper rate schedule] Rate Schedule
(TF, TFX & GS-T Rate Schedules)

Delivery Point Listing

Shipper: _____

Term: _____ through _____

DELIVERY POINT DESCRIPTION: [organized by Zone and/or Master Meter]

MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]	Dec (Volume)
_____	_____	_____	_____.....	_____
_____	_____	_____	_____.....	_____
_____	_____	_____	_____.....	_____
	Total(s)	_____	_____.....	_____

Page ____ of ____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Segmented Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF or TFX Rate Schedules)
[Attach applicable Appendices]

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

[For Market Area Segmented Agreements, Access/Delivery, as applicable]

Contract No.: _____

Related (Insert Applicable References) Contract No. _____

Term: From _____ To _____

This Agreement is entered into as a result of Shipper's request to segment Contract No. _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing. The primary point(s) must be the same as the primary point(s) of the underlying base contract, except that [the primary receipt point shall be the MID 17 Segmentation Point (on a Delivery Segment contract) or the primary delivery point shall be the MID 17 Segmentation Point (on an Access Segment contract), as applicable]. The provisions of the underlying base contract are applicable to this Agreement unless otherwise agreed to by the parties in writing. The MDQ shall be limited to the available MDQ on the Shipper's base service agreement.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A. [Delivery Segment - and if necessary, Appendix B].

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement including both segmented and un-segmented contract components, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
 Request No.: _____
 Amendment No.: _____ [if applicable]

Appendix A
 Segmented Firm Throughput Service Agreement
 TFX Rate Schedule

Shipper: _____

Term: _____ through _____

Contract Volumes (Dth):

[Volume]

MARKET _____ [Month From] _____ [Month To] _____
 _____ [Month From] _____ [Month To] _____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	_____	_____	_____
R	_____	_____	_____	_____
R	_____	_____	_____	_____
R	_____	_____	_____	_____
		Total Receipts	_____	_____	.....
D	_____	MARKET AREA			
		SEGMENTATION POINT	_____	_____	.....
		Total Deliveries	_____	_____	.....

DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....
		Total Receipts	_____	_____	.....
_____	_____	_____	_____	_____
D	_____	_____	_____	_____
D	_____	_____	_____	_____
D	_____	_____	_____	_____
		Total Deliveries	_____	_____	.....

Page ____ of ____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
 Request No.: _____
 Amendment No.: _____ [if applicable]

Appendix B (or B-1)
 Segmented Throughput Service Agreement [Applicable to Delivery Segment Only]
 TFX Rate Schedule

Delivery Point(s) Listing

Shipper: _____

Term: _____ through _____

DELIVERY POINT DESCRIPTION: (organized by Zone and/or Master Meter)

MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]		Dec [Volume]
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	Total(s)	_____	_____	.....	_____

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
 Request No.: _____
 Amendment No.: _____ [if applicable]

Appendix A
 Segmented Firm Throughput Service Agreement
 TF Rate Schedule

Shipper: _____

Term: _____ through _____

Contract Volumes (Dth):

[Volume]

MARKET _____ [Month From] _____ [Month To] _____
 _____ [Month From] _____ [Month To] _____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12B	_____	_____
TF12V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	_____	_____	_____
R	_____	_____	_____	_____
R	_____	_____	_____	_____
		Total Receipts	_____	_____	.....
D	_____	MARKET AREA			
		SEGMENTATION POINT	_____	_____	.....
		Total Deliveries	_____	_____	.....

DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....
		Total Receipts	_____	_____	.....
_____	_____	_____	_____	_____
D	_____	_____	_____	_____
D	_____	_____	_____	_____
D	_____	_____	_____	_____
		Total Deliveries	_____	_____	.....

Page___of_____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Interruptible Throughput Service Agreement
Rate Schedule TI

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contact No.: _____

Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Maximum Daily Quantity: _____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Any valid delivery or receipt point on Northern's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule TI.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by

the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible on-behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of

process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

SYSTEM MANAGEMENT SERVICE AGREEMENT

This System Management Service Agreement ("Agreement") by and between Northern Natural Gas Company ("Northern") and _____ ("Shipper"), covering daily variances between volumes scheduled at delivery points and volumes actually taken at the delivery points under the Throughput Service Agreement listed on Appendix "A," which is attached hereto and incorporated by reference ("Corresponding Throughput Service Agreement"), is entered into in accordance with the following terms and conditions:

CONTRACT NO.: _____

SMS CONTRACT QUANTITY (SMSQ): _____ DTH/day

TERM: This Agreement shall become effective on _____ and shall have a term ending on _____.

RATE: Shipper shall pay Northern each month for System Management Service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule SMS, or any effective superseding Rate Schedule on file with the Commission.

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

This Agreement supersedes and cancels the following System Management Service Agreement(s) between the parties hereto: _____

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

ADDITIONAL TERMS AND CONDITIONS: The additional Terms and Conditions and Appendix "A" attached hereto are incorporated herein by reference and made a part of this Agreement.

[if applicable] 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.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in

its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR SMS CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

This Agreement constitutes a contract with Northern Natural Gas Company subject to the Terms and Conditions and Appendix "A" attached hereto.

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

SECTION 1. MAXIMUM DAILY QUANTITY

The daily SMS Contract Quantity (SMSQ) shall be the maximum positive or negative variance that Shipper may vary between daily scheduled and actual quantities of natural gas delivered to the delivery points under the Corresponding Throughput Service Agreement without being subject to Delivery Point Variance Charges. The SMSQ for each delivery point is set forth on Appendix "A."

SECTION 2. TERMINATION

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Northern.

SECTION 3. GENERAL

3.1 This Agreement in all respects shall be subject to the applicable provisions of Rate Schedule TF, TFX and GS-T contained in Northern's FERC Gas Tariff, as may be revised from time to time.

3.2 The applicable provisions of Northern's Rate Schedule SMS and the GENERAL TERMS AND CONDITIONS set forth in Northern's FERC Gas Tariff, as may be revised from time to time, are hereby incorporated by reference and made a part hereof.

3.3 An SMS Shipper may release SMS, either permanently or temporarily, subject to the applicable provisions of Section 47 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff.

3.4 Northern may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions of the SMS Rate Schedule and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

SECTION 4. NOTICES

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on the face of this Agreement and to Northern when sent to the following:

Accounting Matters: Northern Natural Gas Company

All Notices: Northern Natural Gas Company

Payments: Northern Natural Gas Company

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
System Management Service Agreement

Shipper: _____

Term: _____ through _____

Corresponding Throughput Service Agreement No.: _____

SMS Contract Quantity: _____ Dth/day

POI #

Delivery Point

Daily SMS Contract Quantity (Dth)

Total _____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____

Firm Storage Quantity (FSQ) - Maximum FDD Account Balance Quantity: _____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in

accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY [SHIPPER]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Deferred Delivery Service Agreement
Rate Schedule FDD
2008 Market-Based Rate Expansion

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____

Firm Storage Quantity - Maximum FDD Account Balance Quantity: _____ Dth

Through _____ the rates and charges for services under this Agreement shall be as follows:

Reservation Charge - The reservation charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Capacity Charge - The capacity charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Injection Charge - The injection charge per Dth shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. The injection charge in the Withdrawal Period shall equal _____.

Withdrawal Charge - The withdrawal charge per Dth shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Fuel - The FDD storage fuel rate shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Rollover Charge - The rollover charge per Dth shall be equal to _____, and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. [If applicable - Provided, however, through _____, the rollover charge per Dth shall be equal to _____ for any volume less than or equal to _____ of the contract FSQ on May 31 of each year.]

Authorized Overrun Charge - The authorized overrun charge shall be equal to _____ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

[if applicable - Other Rate Provisions]

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Any contingencies set forth in a precedent agreement executed by Northern and Shipper shall continue in effect until the earlier of the date set forth in the precedent agreement or the in-service date of the facilities to be constructed to provide the service hereunder.

Shipper has a right of first refusal as described in Section 52 of the General Terms and Conditions of Northern's FERC Gas Tariff for the capacity herein, subject to any rate authority applicable at that time.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (Imaged Documents). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records, and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same. Provided, however, the reservation and capacity charges shall not be revised, except as provided in the rate paragraph hereof.

NORTHERN NATURAL GAS COMPANY

[SHIPPER NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____ through _____

Shipper: _____

Firm Storage Quantity (FSQ): _____ Dth _____ Storage Points: _____
Option: 3-Step Option _____

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*	November	*	*
July	*	*	December	*	*
August	*	*	January	*	*
September	*	*	February 1-14	*	*
October	*	*	February 15-28	*	*
			March	*	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____ through _____
Shipper: _____

Firm Storage Quantity (FSQ): Dth Storage Points:

Option: Gas-In-Place Option _____

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
40% or less of FSQ	* + 900 per 100,000 of GIP in excess of 0	*	75.0% or more of FSQ	*	*
40.0% or more but less than 80% of FSQ	* +150 per 100,000 of GIP in excess of *	*	Less than 75% but more than 25% of FSQ	* +550 per 100,000 of GIP in excess of *	*
80% or more of FSQ	*	*	25% or less of FSQ	* +3,670 per 100,000 of GIP in excess of 0	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____ through _____

Shipper: _____

Firm Storage Quantity (FSQ): _____ Dth Storage Points: _____
Option: 4-Step Option _____

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*	November	*	*
July	*	*	December	*	*
August	*	*	January	*	*
September	*	*	February	*	*
October	*	*	March	*	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page _____ of _____

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: _____
Request No.: _____
Amendment No.: _____ [if applicable]

Appendix A
Firm Deferred Delivery Service Agreement
Rate Schedule FDD

Term: _____ through _____

Shipper: _____

Firm Storage Quantity (FSQ): _____ Dth _____ Storage Points: _____

Option: EG Option _____

Account Balance Parameters:

Injection Period Maximum Inventory Limit	Withdrawal Period Minimum Inventory Limit
Shipper's account balance will not be greater than * August 1 through September 30.	Shipper's account balance will not be less than * January 1 through January 31.
Shipper's account balance will not be greater than * October 1 through November 30.	Shipper's account balance will not be less than * February 1 through April 30.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*			
July	*	*			
August	*	*	November	*	*
September	*	*	December	*	*
October	*	*	January	*	*
			February		*
			30% or more but less than 40% of FSQ	*	
			40% or more of FSQ	*	
			March		*
			30% or more but less than 40% of FSQ	*	
			40% or more but less than 50% of FSQ	*	
			50% or more but less than 75% of FSQ	*	
			75% or more of FSQ	*	
			April		*
			30% or more but less than 40% of FSQ	*	
			40% or more but less than 50% of FSQ	*	
			50% or more but less than 75% of FSQ	*	
			75% or more of FSQ	*	

May		*
Up to 25% of FSQ	*	
25% or more but less than 50% of FSQ	*	
50% or more but less than 75% of FSQ	*	
75% or more of FSQ	*	

[* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total EG option cycle quantity offered.]

Page _____ of _____

Contract No. _____

FDD CONSOLIDATION AGREEMENT

This Agreement entered into on this ____ day of _____, is by and among _____, various FDD Shippers who execute this or an identical agreement (Shipper(s)), if applicable, _____ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Agreements) with Northern; and

WHEREAS, Agent/Operator and Shippers wish to consolidate the FDD Agreements for purposes of nominating, scheduling, balancing and invoicing; and

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, Agent/Operator, Northern and Shippers hereby agree as follows:

1. This Agreement shall be given a firm FDD service agreement contract number which shall be utilized when making all nominations and scheduling service.
2. So long as a Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under this Agreement and neither Shipper nor Agent/Operator will nominate under Shipper's individual Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).
3. Shipper's Service Agreement shall maintain an inactive status during the time period Shipper is a party to this Agreement.
4. Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's Service Agreement and this Agreement.
5. Agent/Operator agrees that it shall be liable to Northern for all nominations and payments due under this Agreement, subject to good faith dispute resolution.
6. Each month Northern shall provide Agent/Operator with a consolidated invoice that will contain no individual Shipper data. Agent/Operator will pay such invoice as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). The rates for FDD service shall be Northern's maximum Tariff rates, or market-based-rates, unless otherwise agreed in writing.
7. By participating in the Agreement, Shippers recognize that they are waiving certain rights they may have pursuant to Northern's Tariff, including the right to nominate under their individual Service Agreements, the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.
8. This Agreement shall become effective _____ and shall continue in full force and effect until terminated in accordance herewith.
9. Nothing herein relieves Shippers of their obligations under their respective Service Agreements, including, but not limited to, balancing and paying invoices as principals under the Service Agreements.
10. Shippers will execute separate identical Agreements to evidence their agreement to participate in this Agreement.

11. A Shipper must provide written notice to Northern to withdraw as a party to this Agreement (Notice to Terminate). Such withdrawal must be prospective and will be effective on the date provided in the Notice to Terminate. The Notice to Terminate must represent that the Agent/Operator has consented and must inform Northern of the distribution of Shipper's account balance information, including the quantities, the storage points associated with the quantities and the type of transportation service used to inject the quantities into the storage account and the quantities under this Agreement will be reduced.
12. [if applicable] 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.
13. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN

AGENT/OPERATOR

NORTHERN NATURAL GAS COMPANY

[AGENT/OPERATOR NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SHIPPER

[SHIPPER NAME]

By: _____

Title: _____

Date: _____

Northern FDD Service Agreement Contract No. _____

FDQ AGGREGATION AGREEMENT

This Agreement entered into on this ____ day of _____, is by and [between or among] _____ (Shipper), if applicable,] _____ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Service Agreements) with Northern; and

[if applicable] WHEREAS, Agent/Operator wishes to manage an aggregation arrangement of a [3-Step or 4-Step] consolidated FDD Service Agreement and an EG consolidated FDD Service Agreement under this Agreement for purposes of nominating and scheduling;

[if applicable] WHEREAS, Agent/Operator and Shipper wish to aggregate a single [EG, 3-Step, or 4-Step] FDD Service Agreement with another consolidated FDD Service Agreement for purposes of nominating, scheduling, balancing and invoicing;

[if applicable] WHEREAS, Agent/Operator wishes to manage an aggregation arrangement of a [3-Step or 4-Step] FDD Service Agreement and an EG FDD Service Agreement under this Agreement for purposes of nominating, scheduling, balancing and invoicing;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, [Agent/Operator and Northern or Agent/Operator, Northern and Shipper] hereby agree as follows:

1. If there is more than one FDD Service Agreement under the same service option, 3-Step/4-Step/EG, as applicable, the FDD Service Agreements must first be consolidated under an FDD Consolidation Agreement executed pursuant to Section 6.B.7. of the FDD Rate Schedule of Northern's FERC Gas Tariff. The consolidated FDD Service Agreement contract number or the contract number for any individual FDD Service Agreement, as applicable, shall be the "Aggregated Service Agreements" under this Agreement which will be utilized by the Agent/Operator when making all nominations and scheduling service.
2. [if applicable] So long as Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under the Aggregated Service Agreements and Shipper will not nominate under Shipper's individual FDD Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).
3. [if applicable] Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's individual FDD Service Agreement and this Agreement.
4. Agent/Operator agrees that it shall be liable to Northern for all nominations and payments due under the Aggregated Service Agreements and this Agreement, subject to good faith dispute resolution.

5. Each month Northern shall provide Agent/Operator with an invoice for each Aggregated Service Agreement. Agent/Operator will pay such invoices as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). All rates and charges, including market-based rates, as applicable, will be billed based on the Aggregated Service Agreement used for nominations and scheduling. The rates for FDD service shall be Northern's maximum Tariff rates, or market-based-rates, unless otherwise agreed in writing.
6. [if applicable] By participating in this Agreement, Shipper recognizes that it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement, the right to be billed individually, the individual right to object to an invoice except through its Agent/Operator, and any other rights associated with having the agreement handled separately.
7. This Agreement shall become effective _____ and shall continue in full force and effect until terminated in accordance herewith.
8. [if applicable] Nothing herein relieves Shipper of its obligations under its respective FDD Service Agreement, including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreement.
9. [if applicable] Agent/Operator must provide written notice to Northern to terminate this Agreement (Notice to Terminate) and the related FDD Consolidation Agreement arrangements, if applicable. Termination must be prospective and will be effective on the date provided in the Notice to Terminate.
10. [if applicable] Shipper or Agent/Operator must provide written notice to Northern to withdraw as a party to this Agreement (Notice to Terminate). Termination must be prospective and will be effective on the date provided in the Notice to Terminate. The Notice to Terminate must represent that the non-terminating party has consented to the termination.
11. [if applicable] 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.
12. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN

AGENT/OPERATOR

NORTHERN NATURAL GAS COMPANY

[AGENT/OPERATOR NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[if applicable]

SHIPPER

[SHIPPER NAME]

By: _____

Title: _____

Date: _____

Northern FDD {3-Step or 4-Step} Contract No. _____

Northern FDD EG Contract No. _____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Preferred Deferred Delivery Service Agreement
Rate Schedule PDD

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent

with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Preferred Deferred Delivery Service Agreement
Appendix A
Rate Schedule PDD

Base Contract No.: _____
Transaction No.: _____
Amendment No.: _____ [If applicable]
Deal Date: _____
Date Confirmation Sent: _____

Shipper Name: _____
Shipper Contact: _____
Account Manager: _____

I. Contract Total Quantity (CTQ): _____ Dth

II. Daily Injection Daily Withdrawal

POI #	Name	Min	Max	Min	Max	Date Range
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

III. INVENTORY AND MONTHLY PARAMETERS

POI #	Name	Min	Max	Date Range
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

		<u>Monthly Injection</u>		<u>Monthly Withdrawal</u>		
POI #	Name	Min	Max	Min	Max	Date Range
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

IV. Rates

Injection Charge: _____
Withdrawal Charge: _____
Total Monthly Inventory Charges: _____
Capacity Fee: _____
Annual Rollover Charge: _____
Total Transaction Rate: _____

[If applicable - Replacing Confirmation] This Confirmation, as amended, supersedes all previous confirmations applicable to this Transaction.

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and return to [insert email] or Fax to [insert Fax#]. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Shipper regardless of whether executed by Shipper.

If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's FERC Gas Tariff, as revised from time to time, unless otherwise agreed in writing [except as provided below].

V. Other Provisions [paragraph number and order may vary]

1. [If applicable - other rate and additional storage point provisions]
2. [If applicable - termination fee provisions]
3. [If applicable] The intent is for the inventory balance in Shipper's storage account to be zero on [insert date] of each year. Any remaining [positive/negative] inventory balance on [insert date] shall be [withdrawn/injected] [evenly/_____] from [insert date range] of that year subject to [injection/withdrawal] capacity availability.
4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.
5. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

[If applicable - Amendment does not replace Confirmation] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

NNG Account Manager

Customer Signature

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font my vary)

Interruptible Deferred Delivery Service Agreement
Rate Schedule IDD

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Deferred Quantity: _____ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed

by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

MID Pooling Service Agreement
Rate Schedule MPS

Date: _____

Pooling Customer's Name and Address for Notices: Pooling Customer's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

MID Pooling Point(s):

Rates shall be Northern's maximum rates and charges as set forth in Rate Schedule MPS in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agree to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Pooling Customer when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Pooling Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Pooling Customer's right to protest the same.

NORTHERN NATURAL GAS COMPANY

[POOLING CUSTOMER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Company
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Interruptible Liquefaction and Delivery Service Agreement
Rate Schedule ILD

Date: _____

Shipper's Name and Address for Notices:

Shipper's Name and Address for Invoices:

Contract No.: _____

Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
[Information]

Payments to Designated Depository:
Northern Natural Gas Company
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Interruptible Liquefaction and Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints _____{agent name}, _____{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in

its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Company
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Interruptible Liquefaction and Delivery Service Agreement
Appendix A
Rate Schedule ILD

Base Contract No.: _____
Transaction No.: _____
Amendment No.: _____ [If applicable]
Deal Date: _____
Date Sent: _____

Shipper Name: _____
Shipper Contact: _____
Account Manager: _____

I. Delivery Schedule:

[Insert full schedule as required]

In the event Shipper's delivery time is delayed for Northern's operational reasons, Northern will provide notice of the new delivery time.

In the event Shipper does not take delivery as scheduled in this Appendix A or confirmed by Northern, Shipper may be charged a Performance Obligation Charge on any undelivered quantities (non-performance). In the event Shipper fails to take delivery of any scheduled and confirmed quantity or fails to deliver Payback Volumes twice within the same calendar year, Northern may terminate this ILD Service Agreement.

Northern may refuse to allow Shipper's transportation vehicle to enter its property, in its sole discretion, for reasons of safety or security.

II. Rates:

ILD Charge per Dth: _____

III. Insurance: Shipper represents and warrants that it and/or its carrier company(s) have proper insurance, from an insurance company in good standing and acceptable to Northern. At any time, Shipper or its carrier company(s) shall provide at Northern's request a certificate of insurance and a certified copy of any and all insurance policies so requested.

IV. Other Provisions [paragraph number and order may vary]

1. [If applicable - other rate provisions]
2. [If applicable - other delivery provisions]
3. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

[If applicable - Replacing Transaction] This Appendix A, as amended, supersedes all previous appendices applicable to this Transaction.

[If applicable - Amendment does not replace Appendix A] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

Northern Natural Gas Company

[Shipper]

Date: _____

Date: _____

NORTHERN NATURAL GAS COMPANY
SMALL CUSTOMER LISTING

MARKET AREA SMALL CUSTOMERS 1/

- | | |
|--|--|
| Austin Utilities | Osage Municipal Utilities |
| * Brooklyn, City of | Owatonna Public Utilities |
| * Cascade Municipal Utilities | * Ponca, City of |
| Cedar Falls Municipal Gas Utility | Preston Municipal Gas Department |
| * Circle Pines Utilities | * Remsen Municipal Utilities |
| dba, Centennial Utilities | * Rock Rapids Municipal Utilities |
| Coon Rapids Municipal Utilities | * Rolfe Municipal Gas |
| * Community Utility Company | Round Lake, City of |
| (Crum, Lloyd V. Jr.) | * Sabula, City of |
| * Emmetsburg Municipal Gas Works | * Sac City, City of |
| Fremont Department of Utilities | * Sanborn Municipal Gas Utility |
| * Gilmore City, City of | * Sheehan's Gas Company |
| dba, Gilmore City Municipal Gas System | Sioux Center Municipal Natural Gas Utility |
| * Graettinger Municipal Gas | St. Croix Valley Natural Gas Company Inc. |
| * Guthrie Center Municipal Utilities | dba, St. Croix Gas |
| Harlan Municipal Utilities | Superior Water Light & Power |
| * Hawarden Municipal Utilities | * Tipton, City of |
| Hibbing Public Utility Commission | * Two Harbors, City of |
| Hutchinson Utilities Commission | * Virginia Public Utilities |
| * Lake Park Municipal Utilities | Watertown Municipal Utilities |
| * Lyons, NE, City of | * Waukee, City of |
| * Manilla Municipal Gas Department | * West Bend, City of |
| Manning Municipal Gas Department | Westbrook Light and Power |
| * Midwest Natural Gas, Inc. | Whittemore, City of |
| Muny Natural Gas (Viroqua) | * Woodbine Municipal Natural Gas System |
| * National Public Gas Agency | |
| (Nebraska Public Gas Agency) | |
| New Ulm Public Utilities Commission | |
| Northwest Natural Gas Company | |
| dba, Gorham's Inc. | |

FIELD AREA SMALL CUSTOMERS 1/

- | | |
|------------------------|--|
| City of Iraan | Texas Gas Service, A Division of One |
| | Gas, Inc. (Southern Union Gas Company) |
| West Texas Gas Company | |

* - Denotes customers eligible for GS-T transportation service.

1/ Pursuant to Stipulation and Agreement of Settlement filed May 7, 1993, in Docket Nos. RS92-8, RS92-1, et al., as modified in Docket No. RP98-203.