



Northern Natural Gas Company
P.O. Box 3330
Omaha, NE 68103-0330
402-398-7200

March 31, 2010

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

RE: Northern Natural Gas Company
Docket No. RP10-_____
Negotiated Rate Transactions

Dear Ms. Bose:

Northern Natural Gas Company (Northern) hereby submits for filing as part of its FERC Gas Tariff, Fifth Revised Volume No. 1, an original and five (5) copies of the following tariff sheets proposed to be effective April 1, 2010:

FIFTH REVISED VOLUME NO. 1

Fifth Revised Sheet No. 66B.01b
Third Revised Sheet No. 66B.01c
First Revised Sheet No. 66B.25
First Revised Sheet No. 66B.27
First Revised Sheet No. 66B.29
First Revised Sheet No. 66B.36
Original Sheet No. 66B.37
Original Sheet No. 66B.38
Original Sheet No. 66B.39
Original Sheet No. 66B.40

Reason for Filing

On June 7, 1996 in Docket No. RP96-272-000, Northern filed tariff sheets to give it the ability to negotiate rates in accordance with the Commission's Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, issued January 31, 1996 in Docket No. RM95-6-000 (Policy Statement).¹ The Commission accepted the tariff sheets in an order issued July 5, 1996 (1996 Order). The reason for this

¹ 74 FERC ¶61,076 (1996).

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filing is to add new negotiated rate agreements with Tenaska Gas Storage, LLC (Tenaska), Mico, Inc. (Mico), Macquarie Energy, LLC (Macquarie), Concord Energy, LLC (Concord) and BP Canada Energy Marketing Corp. (BP) as well as to remove expired agreements with Tenaska, Mico and Macquarie, all as explained in more detail below.

Sheet No. 66B.01c provides the requisite information concerning the newly proposed negotiated rate service agreements with Tenaska, Mico, Macquarie, Concord and BP including the exact legal name of the shippers, applicable Rate Schedules, applicable receipt and delivery points, term of service, volume and a statement affirming that the negotiated rate service agreements do not deviate in any material aspect from the form of service agreement in Northern's FERC Gas Tariff. Sheet Nos. 66B.36 through 66B.39 contain the carryover footnotes from Sheet No. 66B.01c, which include the negotiated rates and other applicable charges for the agreements. In addition, the negotiated rate transactions shall be reflected on Northern's transactional report pursuant to Order Nos. 637, 637A, and 637B. Finally, in accordance with the Commission's 1996 Order, Northern will keep separate and identifiable its negotiated rate information in such form that it can be filed and separately totaled, in particular, as part of and in the format of Statements G, I, and J in Northern's future rate cases.

Northern is also filing to remove expired negotiated rate transactions with Tenaska, Mico and Macquarie from the Tariff on Sheet No. 66B.01b. The corresponding footnotes will be removed as well on Sheet Nos. 66B.25, 66B.27 and 66B.29. Northern proposes to reserve Sheet Nos. 66B.25 and 66B.27 for future use.

Waivers

In the Policy Statement, the Commission stated that it would "readily grant requests to waive the 30-day notice requirement" for negotiated rate filings.² Accordingly, Northern respectfully requests that the Commission grant any and all waivers of its Regulations that it deems necessary to allow this filing to become effective April 1, 2010.

Posting

In accordance with Section 154.208 of the Commission's Regulations, copies of this filing have been served upon all of Northern's customers and interested State Commissions. A copy of this filing is also available for public inspection in Northern's offices in Omaha, Nebraska during regular business hours.

² 74 FERC ¶61,076 at 61,241-2 (1996). See NorAm Gas Transmission Company, 77 FERC ¶61,011 at 61,034-5 (1996).

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Marked Version

In accordance with Section 154.201 of the Commission's Regulations, Northern has submitted a marked version of the proposed tariff changes highlighting new additions and showing deletions by strikeout.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission's Regulations, Northern hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Data Processing Requirements

Northern has also submitted a disk reflecting the information contained in the above-referenced tariff sheets in compliance with F.E.R.C. Order Nos. 493 and 533.

Communication

It is respectfully requested that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon each of the following:

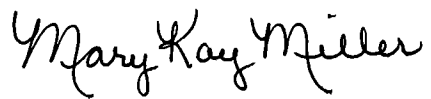
Mary Kay Miller
Vice President, Regulatory and Government Affairs
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7060
mary.kay.miller@nngco.com

J. Gregory Porter
Vice President, General Counsel & Secretary
Dari R. Dornan
Senior Counsel
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7077
greg.porter@nngco.com
dari.dornan@nngco.com

Frank X. Kelly
Steve Stojic
Gallagher, Boland & Meiburger, LLP
818 18th Street, N.W., Suite 800
Washington, D.C. 20006
(202) 289-7200
fkelly@gbmdc.com
sstojic@gbmdc.com

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Respectfully submitted,

A handwritten signature in black ink that reads "Mary Kay Miller". The signature is written in a cursive, flowing style.

Mary Kay Miller
Vice President, Regulatory and Government Affairs

Attachments

Shipper Name	Rate Schedule	STATEMENT OF NEGOTIATED RATES 1/			Receipt Point(s)	Delivery Point(s)
		Negotiated Rate	Other Charges	Volume		
Great River Energy Contract 120286	TFX	83/		40,000	All Market Area Receipt Points	Ventura Deferred Delivery GRE Cambridge Power Plant GRE Elk River Plant MID 17 Pooling Point Pleasant Valley Power Plant Ventura Pooling Point Ogden Deferred Delivery NBPL/NNG Ventura Pleasant Valley Deferred Delivery
Mesabi Nugget Delaware, LLC Contract 118911	TFX	84/		9,600	All Market Area Receipt Points	Mesabi Nugget Plant
Cima Energy, LTD Contract 120012	TFX	86/		20,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery
Northwind Resources, LLC Contract 120011	TFX	87/		45,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Tenaska Marketing Ventures Contract 120022	TFX	88/		20,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group

STATEMENT OF NEGOTIATED RATES 1/						
Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
National Fuel Marketing Company, LLC Contract 120021	TFX	89/		10,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Enserco Energy Inc. Contract 120397	TFX	90/		5,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
Wisconsin Gas, LLC Contract 118499	TFX	91/		1,300	GRLKS/NNG Carlton	Zone EF - Wisconsin Gas for ultimate Redelivery to Grantsburg TBS #1
Cima Energy, LTD Contract 120601	TFX	92/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Northwind Resources LLC Contract 120602	TFX	93/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Macquarie Cook Energy, LLC Contract 120603	TFX	94/		50,000	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Marketing Ventures Contract 120608	TFX	95/		160,317	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Gas Storage, LLC Contract 110597/801930	PDD	96/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Mieco Inc. Contract 120238/801936	PDD	97/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Macquarie Energy LLC Contract 111338/801938	PDD	98/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Concord Energy, LLC Contract 110603/801940	PDD	99/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
BP Energy Marketing Corp. Contract 110621/801941	PDD	100/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)

Issued by: Mary Kay Miller, V.P. Regulatory & Government Affairs

Issued on: March 31, 2010

Effective: April 1, 2010

SHEET NO. 66B.25 IS RESERVED FOR FUTURE USE

SHEET NO. 66B.27 IS RESERVED FOR FUTURE USE

84/ For the period 11/01/2009 through 10/31/2010, Shipper shall pay a total monthly reservation charge equal to \$0.3590 (negotiated rate) multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

The rates stated are applicable to the primary receipt and (or) delivery points (POI) as of the date of this Amendment. Shipper agrees that if any other delivery points are used on a primary or alternate basis or any other receipt points are used on a primary basis, the rates set forth therein will not be applicable and the greater of Northern's maximum rate or the negotiated rate, with the exception of the commodity rate which will be Northern's minimum commodity rate, will apply for the entire contract MDQ for the month any other points are used.

In addition to the above rate(s), Shipper shall pay all legally permissible tariff surcharges and provide any applicable fuel use and unaccounted for at the tariff fuel rate, as revised from time to time. Notwithstanding any other provision hereof, Shipper shall have the right to use any other Market Area Receipt Point on an alternate basis without modification to the rate structure established hereby.

Primary Receipt Point - GRLKS/NNG Grand Rapids Primary Delivery Point - Mesabi Nugget Plant

95/ For the period 11/19/2009 through 11/20/2009, Shipper shall pay a volumetric rate equal to \$0.12/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

96/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	\$0.0149
Withdrawal Charge:	\$0.0149
Total Monthly Inventory Charges:	\$0.0887
Capacity Fee:	\$0.0500
Annual Rollover Charge:	\$0.0000
Total Transaction Rate:	\$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

97/ For the period 04/01/2010 through 08/31/2010:
Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	\$0.0149
Withdrawal Charge:	\$0.0149
Total Monthly Inventory Charges:	\$0.0887
Capacity Fee:	\$0.0500
Annual Rollover Charge:	\$0.0000
Total Transaction Rate:	\$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

98/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

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Injection Charge:	\$0.0149
Withdrawal Charge:	\$0.0149
Total Monthly Inventory Charges:	\$0.0887
Capacity Fee:	\$0.0500
Annual Rollover Charge:	\$0.0000
Total Transaction Rate:	\$0.1685

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The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

99/ For the period 04/01/2010 through 08/31/2010:

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Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth
Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

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Capacity Fee:	\$0.0500
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Total Transaction Rate:	\$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

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Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth
Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth
Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth
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Monthly Minimum Injection - 0 Dth
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Monthly Minimum Withdrawal - 0 Dth
Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge:	\$0.0149
Withdrawal Charge:	\$0.0149
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Capacity Fee:	\$0.0500
Annual Rollover Charge:	\$0.0000
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The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point(s)	Delivery Point(s)
Tenaska Gas Storage, LLC Contract 110597/801697	PDD	80/		1,000,000	All Storage Points (as shown on Sheet No. 135D)	All Storage Points (as shown on Sheet No. 135D)
Macquarie Cook Energy, LLC Contract 111338/801737	PDD	82/		1,000,000	All Storage Points (as shown on Sheet No. 135D)	All Storage Points (as shown on Sheet No. 135D)
Great River Energy Contract 120286	TFX	83/		40,000	All Market Area Receipt Points	Ventura Deferred Delivery GRE Cambridge Power Plant GRE Elk River Plant MID 17 Pooling Point Pleasant Valley Power Plant Ventura Pooling Point Ogden Deferred Delivery NBPL/NNG Ventura Pleasant Valley Deferred Delivery
Mesabi Nugget Delaware, LLC Contract 118911	TFX	84/		9,600	All Market Area Receipt Points	Mesabi Nugget Plant
Mico Inc. Contract 120238/801762	PDD	85/		1,000,000	All Storage Points (as shown on Sheet No. 135D)	All Storage Points (as shown on Sheet No. 135D)
Cima Energy, LTD Contract 120012	TFX	86/		20,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery
Northwind Resources, LLC Contract 120011	TFX	87/		45,000	NNG Demarcation	NGPL/NNG Glenwood Demarc Deferred Delivery Delivery points included in the Oakland allocation group
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STATEMENT OF NEGOTIATED RATES 1/

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Cima Energy, LTD Contract 120601	TFX	92/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Northwind Resources LLC Contract 120602	TFX	93/		200,000	All Market Area Receipt Points	All Market Area Delivery Points
Macquarie Cook Energy, LLC Contract 120603	TFX	94/		50,000	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Marketing Ventures Contract 120608	TFX	95/		160,317	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Gas Storage, LLC Contract 110597/801930	PDD	96/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Mieco Inc. Contract 120238/801936	PDD	97/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Macquarie Energy LLC Contract 111338/801938	PDD	98/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)
Concord Energy, LLC Contract 110603/801940	PDD	99/		1,000,000	All Storage Points (as shown on Sheet No. 142C)	All Storage Points (as shown on Sheet No. 142C)

~~80/ For the period 11/01/2009 through 03/31/2010:~~

~~Contract Total Quantity (CTQ) — 1,000,000 Dth~~

~~Daily Minimum Injection — 0 Dth~~

~~Daily Maximum Injection — 50,000 Dth~~

~~Daily Minimum Withdrawal — 0 Dth~~

~~Daily Maximum Withdrawal — 50,000 Dth~~

~~Minimum Inventory — (125,000) Dth~~

~~Maximum Inventory — 125,000 Dth~~

~~Monthly Minimum Injection — 0 Dth~~

~~Monthly Maximum Injection — 750,000 Dth~~

~~Monthly Minimum Withdrawal — 0 Dth~~

~~Monthly Maximum Withdrawal — 750,000 Dth~~

~~The Total Transaction Rate charged shall be as follows:~~

~~Injection Charge: _____ \$0.0149~~

~~Withdrawal Charge: _____ \$0.0149~~

~~Total Monthly Inventory Charges: _____ \$0.0887~~

~~Capacity Fee: _____ \$0.2000~~

~~Annual Rollover Charge: _____ \$0.0000~~

~~Total Transaction Rate: _____ \$0.3185~~

~~Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.~~

~~The CTQ may be used at any storage point listed on Sheet No. 135D of Northern's FERC Gas Tariff.~~

SHEET NO. 66B.25 IS RESERVED FOR FUTURE USE

~~82/ For the period 11/01/2009 through 03/31/2010:~~

~~Contract Total Quantity (CTQ) — 1,000,000 Dth~~

~~Daily Minimum Injection — 0 Dth~~

~~Daily Maximum Injection — 50,000 Dth~~

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~~Daily Maximum Withdrawal — 50,000 Dth~~

~~Minimum Inventory — (125,000) Dth~~

~~Maximum Inventory — 125,000 Dth~~

~~Monthly Minimum Injection — 0 Dth~~

~~Monthly Maximum Injection — 750,000 Dth~~

~~Monthly Minimum Withdrawal — 0 Dth~~

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~~The Total Transaction Rate charged shall be as follows:~~

~~Injection Charge: _____ \$0.0149~~

~~Withdrawal Charge: _____ \$0.0149~~

~~Total Monthly Inventory Charges: _____ \$0.0887~~

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~~Total Transaction Rate: _____ \$0.3185~~

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SHEET NO. 66B.27 IS RESERVED FOR FUTURE USE

84/ For the period 11/01/2009 through 10/31/2010, Shipper shall pay a total monthly reservation charge equal to \$0.3590 (negotiated rate) multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.

The rates stated are applicable to the primary receipt and (or) delivery points (POI) as of the date of this Amendment. Shipper agrees that if any other delivery points are used on a primary or alternate basis or any other receipt points are used on a primary basis, the rates set forth therein will not be applicable and the greater of Northern's maximum rate or the negotiated rate, with the exception of the commodity rate which will be Northern's minimum commodity rate, will apply for the entire contract MDQ for the month any other points are used.

In addition to the above rate(s), Shipper shall pay all legally permissible tariff surcharges and provide any applicable fuel use and unaccounted for at the tariff fuel rate, as revised from time to time. Notwithstanding any other provision hereof, Shipper shall have the right to use any other Market Area Receipt Point on an alternate basis without modification to the rate structure established hereby.

Primary Receipt Point - GRLKS/NNG Grand Rapids Primary Delivery Point - Mesabi Nugget Plant

~~85/ For the period 11/01/2009 through 03/31/2010:~~

~~Contract Total Quantity (CTQ) - 1,000,000 Dth~~

~~Daily Minimum Injection - 0 Dth~~

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~~Daily Minimum Withdrawal - 0 Dth~~

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~~Monthly Maximum Injection - 750,000 Dth~~

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~~Monthly Maximum Withdrawal - 750,000 Dth~~

~~The Total Transaction Rate charged shall be as follows:~~

Injection Charge:	_____	\$0.0149
Withdrawal Charge:	_____	\$0.0149
Total Monthly Inventory Charges:	_____	\$0.0887
Capacity Fee:	_____	\$0.2000
Annual Rollover Charge:	_____	\$0.0000
Total Transaction Rate:	_____	\$0.3185

~~Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.~~

~~The CTQ may be used at any storage point listed on Sheet No. 135D of Northern's FERC Gas Tariff.~~

95/ For the period 11/19/2009 through 11/20/2009, Shipper shall pay a volumetric rate equal to \$0.12/DTH multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement from receipts at the REX/NNG Gage County (POI #78929) receipt point for deliveries to the Ventura Pooling Point (POI #78623). If any other receipt or delivery points are used on either a primary or alternate basis, Shipper shall pay Northern's maximum reservation and commodity rates for any volume received or delivered at such points.

In addition to the above rate(s), Shipper shall provide any applicable fuel use and unaccounted for.

In addition to the above rate(s), Shipper shall pay (a) the FERC approved Carlton surcharge, if applicable, and (b) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

96/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth

Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth

Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth

Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth

Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth

Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

<u>Injection Charge:</u>	<u>\$0.0149</u>
<u>Withdrawal Charge:</u>	<u>\$0.0149</u>
<u>Total Monthly Inventory Charges:</u>	<u>\$0.0887</u>
<u>Capacity Fee:</u>	<u>\$0.0500</u>
<u>Annual Rollover Charge:</u>	<u>\$0.0000</u>
<u>Total Transaction Rate:</u>	<u>\$0.1685</u>

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.

The CTQ may be used at any storage point listed on Sheet No. 142C of Northern's FERC Gas Tariff.

97/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth

Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth

Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth

Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth

Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth

Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge: \$0.0149

Withdrawal Charge: \$0.0149

Total Monthly Inventory Charges: \$0.0887

Capacity Fee: \$0.0500

Annual Rollover Charge: \$0.0000

Total Transaction Rate: \$0.1685

Notwithstanding the above, Shipper will be charged the Capacity Fee (CAP)/Dth as reflected above at a point level on the absolute inventory balance(s) any time a positive or negative balance(s) is created in Shipper's account. In addition, Shipper will be charged the CAP/Dth as reflected above at a point level on the absolute beginning month inventory balance(s). The total cost commitment of this Agreement is equal to \$0.00.

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98/ For the period 04/01/2010 through 08/31/2010:

Contract Total Quantity (CTQ) - 1,000,000 Dth

Daily Minimum Injection - 0 Dth

Daily Maximum Injection - 50,000 Dth

Daily Minimum Withdrawal - 0 Dth

Daily Maximum Withdrawal - 50,000 Dth

Minimum Inventory - (125,000) Dth

Maximum Inventory - 125,000 Dth

Monthly Minimum Injection - 0 Dth

Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth

Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

Injection Charge: \$0.0149

Withdrawal Charge: \$0.0149

Total Monthly Inventory Charges: \$0.0887

Capacity Fee: \$0.0500

Annual Rollover Charge: \$0.0000

Total Transaction Rate: \$0.1685

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Daily Minimum Withdrawal - 0 Dth

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Monthly Maximum Injection - 750,000 Dth

Monthly Minimum Withdrawal - 0 Dth

Monthly Maximum Withdrawal - 750,000 Dth

The Total Transaction Rate charged shall be as follows:

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Withdrawal Charge: \$0.0149

Total Monthly Inventory Charges: \$0.0887

Capacity Fee: \$0.0500

Annual Rollover Charge: \$0.0000

Total Transaction Rate: \$0.1685

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