



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

December 29, 2023

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. RP24-_____
Negotiated Rate Transactions

Dear Ms. Bose:

Northern Natural Gas Company ("Northern") hereby submits the following tariff sheets for filing as part of its F.E.R.C. Gas Tariff, Sixth Revised Volume No. 1 (the "Tariff"), to be effective January 1, 2024:

SIXTH REVISED VOLUME NO. 1

Thirty Ninth Revised Sheet No. 66B.22b

Thirty Second Revised Sheet No. 66B.28

Twenty First Revised Sheet No. 66B.32

Twentieth Revised Sheet No. 66B.35

Reason for Filing

On June 7, 1996, in Docket No. RP96-272-000, Northern filed tariff sheets permitting it 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 (the "Policy Statement").¹ The Commission accepted the tariff sheets in an order issued July 5, 1996 (the "1996 Order").

The reason for this filing is to update tariff sheets to reflect the extension of negotiated rate service agreements with Freepoint Commodities LLC ("Freepoint"), EDF Trading North America, LLC ("EDF") and Eco-Energy Natural Gas, LLC ("Eco").

¹ 74 FERC ¶ 61,076 (1996).

Revised Transactions

Freepoint – Contract 139181:

Sheet No. 66B.22b is being updated to reflect the extension of the agreement from 1/1/24 through 1/31/24. The negotiated rate provisions are set forth in footnote 344.

EDF – Contract 142658:

Sheet No. 66B.28 is updated to reflect the extension of the agreement from 1/1/24 through 1/31/24. The negotiated rate provisions are set forth in footnote 359.

Eco – Contract 141380:

Sheet No. 66B.32 is being updated to reflect the extension of the agreement from 1/1/24 through 1/31/24. The negotiated rate provisions are set forth in footnote 365.

Eco – Contract 141587:

Sheet No. 66B.35 is being updated to reflect the extension of the agreement from 1/1/24 through 1/31/24. The negotiated rate provisions are set forth in footnote 368.

Other Regulatory Requirements

The negotiated rate transactions shall be reflected on Northern's transactional report.

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.

Waivers

The Policy Statement provides: "the Commission will readily grant requests to waive the 30-day notice requirement" for negotiated rate filings.² Accordingly, Northern respectfully requests the Commission grant waiver of section 154.207 and any other waivers of its Regulations it deems necessary to allow this filing to become effective January 1, 2024.

Posting

Northern has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

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

Marked Version

In accordance with section 154.201 of the Commission's Regulations, Northern submits herewith 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 submits this filing through FERC's electronic tariff filing process in a FERC-approved format.

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:

Luis Valdivia
Manager, Rates and Tariffs
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7393
luis.valdivia@nngco.com

Britany Shotkoski
Senior Attorney
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7077
britany.shotkoski@nngco.com

Respectfully submitted,

/s/ Luis Valdivia

Luis Valdivia
Manager, Rates and Tariffs

Attachments

344/ For the period 1/1/2024 through 1/31/2024, 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 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 16,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

359/ For the period 1/1/2024 through 1/31/2024, 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 $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ 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) = 0.9; 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.

365/ For the period 1/1/2024 through 1/31/2024, 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 8-16B, 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 1-16B 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 8-16A for delivery to El Paso Plains Del. 26, or any receipt point located in MIDs 1-7 for delivery to any Field Area delivery point not listed 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.

368/ For the period 1/1/2024 through 1/31/2024, 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 above located in MIDs 8 through 16B, Shipper shall pay the above "Rate" where in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.45. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.45/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) \$0.45/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 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 15,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

344/ For the period 12/1/2024³ through 12/31/2024³, 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 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 16,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

359/ For the period 12/1/2024³ through 12/31/2024³, 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 $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ 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) = 0.9; 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.

365/ For the period 12/1/2024³ through 12/31/2024³, 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 8-16B, 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 1-16B 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 8-16A for delivery to El Paso Plains Del. 26, or any receipt point located in MIDs 1-7 for delivery to any Field Area delivery point not listed 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.

368/ For the period 12/1/2024³ through 12/31/2024³, 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 above located in MIDs 8 through 16B, Shipper shall pay the above "Rate" where in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.45. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.45/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) \$0.45/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 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 15,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.