



December 31, 2024

Ms. Debbie-Anne Reese, Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426

RE: Northern Natural Gas Company

Docket No. RP25-

Negotiated Rate Transactions

Dear Ms. Reese:

Northern Natural Gas Company ("Northern") hereby submits the following tariff sections for filing as part of its F.E.R.C. Gas Tariff, Seventh Revised Volume No. 1 (the "Tariff"), to be effective January 1, 2025:

SEVENTH REVISED VOLUME NO. 1

Part 5, Table of Contents, Version 4.0.0
Part 5, Section 46, Version 3.0.0
Part 5, Section 47, Version 3.0.0
Part 5, Section 47, Version 3.0.0

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"). The Commission accepted the tariff sheets in an order issued July 5, 1996 (the "1996 Order").

¹ 74 FERC ¶ 61,076 (1996).

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The reason for this filing is to:

- 1) update revised negotiated rate service agreements with Eco-Energy Natural Gas, LLC ("Eco"), EDF Trading North America, LLC ("EDF") and Freepoint Commodities LLC ("Freepoint"); and
- 2) remove a negotiated rate transaction with Citadel Energy Marketing LLC ("Citadel").

In addition, Part 5 - Negotiated Rates, Table of Contents, has been updated to reflect the removal of a negotiated rate transaction as more fully described below.

Updated Transactions

Eco - Contract 141380:

Section 46 is updated to reflect the extension of the agreement from 01/01/2025 through 01/31/2025.

EDF - Contract 143045:

Section 47 is updated to reflect the extension of the agreement from 01/01/2025 through 01/31/2025.

Freepoint - Contract 139181:

Section 49 is updated to reflect the extension of the agreement from 01/01/2025 through 01/31/2025.

Removal of Negotiated Rate Transaction

Northern has removed an expired negotiated rate transaction with Citadel (Contract 143942) from Part 5, Section 51. Section 51 is reserved for future use.

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.

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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, 2025.

Posting

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

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 sections 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.

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

Britany Shotkoski Assistant General Counsel 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 Director, Regulatory Policy and Rates

Attachments

Seventh Revised Volume No. 1

TABLE OF CONTENTS NEGOTIATED RATES

Shipper Name Minnesota Energy Resources Corporation	Contract No.	Section 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	139022	4
Minnesota Gas	100022	-
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	137443	13
Company	137443	13
Gelita UŚA 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
Rock Rapids Municipal Utilities	128843	27
Sequent Energy Management LLC	138871	28
Wisconsin Gas LLC	140754	29
Midwest Natural Gas, Inc.	141061	30
Black Hills Service Company, LLC	142878	31
Greater Minnesota Gas, Inc.	140995	32
Eco-Energy Natural Gas, LLC	135827	33
Eco-Energy Natural Gas, LLC	138211	34
Tenaska Marketing Ventures	143407	35
Tenaska Marketing Ventures	143411	36
Targa Gas Marketing LLC	143121	37
ETC Marketing, Ltd.	143381	38
Targa Gas Marketing LLC	140690	39
Targa Gas Marketing LLC	142852	40
Tenaska Marketing Ventures	132668	41
Tenaska Marketing Ventures	141028	42
ETC Marketing, Ltd.	143397	43
Macquarie Energy LLC	143909	44
Macquarie Energy LLC	143910	45
Eco-Energy Natural Gas, LLC	141380	46
Loo-Lindigy Natural Ods, LLO	171300	40

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Shipper Name	Contract No.	<u>Section</u>
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Reserved for Future Use		50
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Part 5 - Negotiated Rates Section 46 Version 3.0.0

Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 141380
Rate Schedule: TFX

Term of Negotiated Rate: 01/01/2025 through 01/31/2025

Non-conforming Agreement: No
Winter Quantity Dth/day: 15,000
Summer Quantity Dth/day: 0

Receipt Points: Oneok Westex Seagraves, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: 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 minus ((R plus I) divided by F)) times S times P] where (D) = the Index price from "Gas Daily" ICE EI 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 EI 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 minus ((R plus I) divided by F)) 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

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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.

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Shipper Name: EDF Trading North America, LLC

Contract No.: 143045
Rate Schedule: TFX

Term of Negotiated Rate: 01/01/2025 through 01/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 50,000 Summer Quantity Dth/day: 0

Receipt Points: NBPL/NNG Ventura, NBPL/NNG Grundy Center, Ventura Pooling Point

(MID 17-192)

Delivery Points: ANR/NNG Janesville, Nicor-East Dubuque

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.02 plus the arithmetic value obtained from the formula [(D minus (R divided by F)) times S 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 minus (R 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.

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Part 5 - Negotiated Rates Section 49 Version 3.0.0

Shipper Name: Freepoint Commodities LLC

Contract No.: 139181
Rate Schedule: TFX

Term of Negotiated Rate: 01/01/2025 through 01/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 32,385 Summer Quantity Dth/day: 0

Receipt Points: Pampa Pooling Point, All Field Area MID 1 – MID 7 Receipt Points

Delivery Points: 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 minus ((R plus I) divided by F)) times S 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 minus ((R plus I) divided by F)) 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.

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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.

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Reserved for Future Use

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St. Croix Valley Natural Gas Company, Inc.	21336	3
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Minnesota Gas	100022	-
Tuls Renewable Energy LLC	142381	5
Milk Specialties Company	141060	6
Black Hills Service Company, LLC	138109	7
LSCP, LLC	137887	8
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Minnesota Soybean Processors	135118	15
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Interstate Power and Light Company	128848	20
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Targa Gas Marketing LLC	142852	40
Tenaska Marketing Ventures	132668	41
Tenaska Marketing Ventures	141028	42
ETC Marketing, Ltd.	143397	43
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Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 141380 Rate Schedule: TFX

012/01/20254 through 012/31/20254 Term of Negotiated Rate:

Non-conforming Agreement: Winter Quantity Dth/day: 15,000 Summer Quantity Dth/day:

Receipt Points: Oneok Westex Seagraves, All Field Area MID 1 – MID 7 Receipt Points **Delivery Points:** 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 minus ((R plus I) divided by F)) times S 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 minus ((R plus I) divided by F)) 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 Northern Natural Gas Company FERC Gas Tariff Seventh Revised Volume No. 1 Part 5 - Negotiated Rates Section 46 Version 3.0.0

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.

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Part 5 - Negotiated Rates Section 47 Version 3.0.0

Shipper Name: EDF Trading North America, LLC

Contract No.: 143045
Rate Schedule: TFX

Term of Negotiated Rate: 012/01/20254 through 012/31/20254

Non-conforming Agreement: No Winter Quantity Dth/day: 50,000 Summer Quantity Dth/day: 0

Receipt Points: NBPL/NNG Ventura, NBPL/NNG Grundy Center, Ventura Pooling Point

(MID 17-192)

Delivery Points: ANR/NNG Janesville, Nicor-East Dubuque

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.02 plus the arithmetic value obtained from the formula [(D minus (R divided by F)) times S 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 minus (R 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.

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Part 5 - Negotiated Rates Section 49 Version 3.0.0

Shipper Name: Freepoint Commodities LLC

Contract No.: 139181 Rate Schedule: TFX

012/01/20254 through 012/31/20254 Term of Negotiated Rate:

Non-conforming Agreement: Winter Quantity Dth/day: 32,385 Summer Quantity Dth/day:

Receipt Points: Pampa Pooling Point, All Field Area MID 1 – MID 7 Receipt Points **Delivery Points:** 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 minus ((R plus I) divided by F)) times S 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 minus ((R plus I) divided by F)) 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.

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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.

Reserved for Future Use

Shipper Name: Citadel Energy Marketing LLC

Contract No.: 143942
Rate Schedule: TFX

Term of Negotiated Rate: 12/01/2024 through 12/31/2024

Non-conforming Agreement: No
Winter Quantity Dth/day: 4,100
Summer Quantity Dth/day: 0

Receipt Points: Agua Blanca Pecos Co, All Field Area MID 1 – MID 7 Receipt Points

Delivery Points: Oneok Westex Seagraves

Shipper shall pay a daily charge equal to (i) the Contract MDQ multiplied by \$0.02/Dth; and (ii) an incremental \$0.30/Dth for any quantities delivered to ONEOK WESTEX SEAGRAVES (POI 1504) (Rate). The Rate includes all applicable surcharges. The total charge is the sum of the daily charges in (i) and (ii) above.

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 receipt or delivery points not listed are used either on a primary or alternate basis, shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the day that any points not listed are used.

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.