



Northern Natural Gas
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402 398-7200

February 16, 2024

Via eFiling

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

Re: Northern Natural Gas Company
Northern Lights 2025 Expansion
Docket No. CP24- -000

Dear Ms. Reese:

Northern Natural Gas Company (Northern) hereby submits for filing, pursuant to Section 7 of the Natural Gas Act and Section 157 of the Federal Energy Regulatory Commission's (FERC or Commission) regulations, an application requesting authorization to install and operate (1) a 3.00-mile extension of its 36-inch-diameter Lake Mills to Albert Lea E line; (2) a 2.43-mile extension of its 30-inch-diameter Elk River 3rd branch line; (3) a non-contiguous 1.91-mile extension of its 30-inch-diameter Farmington to Hugo C-line; (4) a 1.28-mile extension of its 8-inch-diameter Tomah branch line loop; (5) minor modifications to its existing La Crescent compressor station; and (6) aboveground facilities including a launcher, receiver and tie-in valve settings. Northern will also be removing approximately 275 feet of its existing 30-inch diameter MNB87703 Elk River 3rd branch line. All Project components are located in various counties in Minnesota and Wisconsin; all as more fully set forth in the application.

The filing is comprised of the following:

Application

- This transmittal letter
- Section 7 application
- Federal Register notice
- Exhibits A through P and Exhibits Y, Z and Z-1 [excluding Exhibit F-1 (environmental report) and Exhibits G and G-II (flow diagrams)]

Volume I – (Public Information)

- Exhibit F-1 Environmental Report - Resource Reports (RR) 1 through 13

Volume II (Privileged Other Non-Public)

- RR1 Figure 1-5 (privileged alignment sheets)
- RR1 Appendix 1C (landowner list)
- RR4 Appendix 4A (Cultural Resources Reports)

Volume III (Critical Energy Infrastructure Information – CEII)

- Exhibit G (flow diagrams showing daily design capacity)
- Exhibit G-II (flow diagrams data)
- RR1 Figure 1-6 (facility plot plans)

Northern is filing this application electronically.

Volume II, which contain confidential information regarding landowner names and addresses and specific information on the location of cultural resources, has been labeled “**CUI//PRIV --- DO NOT RELEASE (PRIVILEGED).**” Volume III provides plot plans and specific operating and engineering details and has been labeled “**CUI//CEII --- DO NOT RELEASE (CRITICAL ENERGY INFRASTRUCTURE INFORMATION).**” Pursuant to 18 CFR section 388.112, Northern requests confidential and privileged treatment of the information contained in Volumes II and III due to the confidential nature of the contents.

The person to be contacted regarding the request for privileged and confidential treatment is as follows:

Donna Martens
Senior Regulatory Analyst
Northern Natural Gas Company
1111 South 103rd Street
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Any questions regarding this filing should be directed to the undersigned at (402) 398-7138.

Respectfully submitted,

/signed/ Donna Martens

Donna Martens
Senior Regulatory Analyst

NORTHERN NATURAL GAS COMPANY

***ABBREVIATED APPLICATION REQUESTING A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY***

Northern Lights 2025 Expansion Project

Docket No. CP24- -000

**UNITED STATES OF AMERICA
Before the
FEDERAL ENERGY REGULATORY COMMISSION**

In the Matter of	§	
	§	Docket No. CP24- 000
NORTHERN NATURAL GAS COMPANY	§	

**ABBREVIATED APPLICATION REQUESTING A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY**

Northern Natural Gas Company (Northern) hereby makes application to the Federal Energy Regulatory Commission (Commission or FERC) pursuant to Section 7 of the Natural Gas Act (NGA), as amended, and Part 157 of the Commission's regulations for authorization to construct and operate certain pipeline facilities, with appurtenances, and abandon a short segment of pipeline all located in various counties in Minnesota and Wisconsin, in order to expand the capacity of Northern's Market Area¹ facilities. Northern is requesting Commission issuance of an order granting approval for the proposed facilities as expeditiously as possible, but no later than December 19, 2024. The project is here-in-after referred to as the Northern Lights 2025 Expansion (NL2025) and constitutes a discrete stand-alone project under the umbrella of the Northern Lights project, a multi-year commitment to expand Northern's Market Area capacity in response to customers' future growth requirements through 2026. Previous phases of Northern Lights were approved by the Commission and constructed pursuant to section 7 of the NGA. Northern also has made

¹ Northern's system is divided into two areas: the Field Area and the Market Area. Northern's Market Area is the geographical area located north of the inlet to Northern's Clifton compressor station in Clay County, Kansas. The Market Area includes pipeline configured in a grid system, with gas flowing into the Market Area facilities from geographically distinct supply basins via a number of third-party interstate pipelines and Northern's own transmission facilities.

prior notice filings pursuant to Part 157, Subpart F blanket certificate regulations. Other construction activities related to Northern Lights have been undertaken by Northern pursuant to its Part 157 blanket certificate authority under Docket No. CP82-401-000² and the automatic blanket provisions of the Commission's regulations. A listing of these Northern Lights projects is attached as Exhibit Z.

In support of this application and pursuant to the presently effective Regulations under the NGA and Rules of Practice and Procedure of the Commission, Northern states and shows the following:

I. GENERAL

The exact legal name of Applicant is Northern Natural Gas Company. Northern is a corporation organized under the laws of the State of Delaware, with its principal office located at 1111 South 103rd Street, Omaha, Nebraska 68124-1000.

Northern is a "natural gas company" within the meaning of the NGA and, pursuant to Certificates of Public Convenience and Necessity issued by the Commission, is engaged in the transportation of natural gas in interstate commerce. Northern is authorized to do, and is doing, business in the states of Delaware, Texas, New Mexico, Oklahoma, Kansas, Nebraska, Iowa, Minnesota, Illinois, Michigan, Wisconsin, and South Dakota.

² Northern Natural Gas, 20 FERC ¶ 62,410 (1982).

II.
Correspondence and Communication

All correspondence and communications with respect to this application are to be sent to the following:

* Kirk Lavengood, Vice President,
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*Designated to receive service pursuant to Section 385.2010(c) of the Commission's Regulations.

III.
Summary of Proposal

Northern proposes to construct and operate facilities in response to a market-driven need for expanded capacity by shippers served by Northern. The facilities required by the project include the installation and operation of: (1) a 3.00-mile extension of its 36-inch-diameter Lake Mills to Albert Lea E line; (2) a 2.43-mile extension of its 30-inch-diameter Elk River 3rd branch line; (3) a non-contiguous 1.91-mile extension of its 30-inch-diameter Farmington to Hugo C-line; (4) a 1.28-mile extension of its 8-inch-diameter Tomah branch line loop; (5) minor modifications to its existing La Crescent compressor station; and (6)

aboveground facilities including a launcher, receiver and tie-in valve settings. Northern will also be removing approximately 275 feet of its existing 30-inch diameter MNB87703 Elk River 3rd branch line. All Project components are located in various counties in Minnesota and Wisconsin.

The construction and operation of the NL2025 project facilities are under the umbrella of the Northern Lights project, described below, under which projects have been previously approved by the Commission (see, Exhibit Z).

The facilities proposed herein are required to serve the additional firm transportation requirements associated with increased natural gas transportation capacity needs pursuant to customer requests provided in an open season conducted by Northern from April 24, 2023, through May 22, 2023. When placed in service in November 2025, the proposed facilities will provide for incremental winter firm entitlement of 46,064 dekatherms per day (Dth/day) serving residential, commercial and industrial customer market growth in Northern's Market Area.

Northern is requesting that the Commission issue a certificate by December 19, 2024. Issuance of an order by December 19, 2024, will enable Northern to timely receive a notice to proceed with construction and facilitate the clearing of trees and/or shrubs during February and March 2025 thereby limiting potential impacts to (1) the Northern long-eared bat (NLEB)³ during the period they emerge from hibernation and resume hibernation (April 1 to October 31), and especially when the bats are most susceptible during the pup season (June 1 to July 31); (2) oak trees when they are most susceptible to oak wilt infection

³ The NLEB is a federally listed endangered species that is known to occur or potentially occur within the Project area.

(normally April 1 through July 15); and (3) nests of migratory birds during nesting activities, which occurs primarily from April 15 to August 1. In addition, allowing early access to the right of way and topsoil stripping would allow Northern to temporarily convert potential foraging habitat prior to potential emergence of the rusty-patched bumble bee (RPBB)⁴ in the spring. Timely issuance of the order also will ensure the proposed facilities are ready and placed in-service by November 1, 2025, to meet Minnesota and Wisconsin winter gas demand and avoid the added environmental and safety winter construction conditions.

IV. **Background and Basis**

Commencing in 2003, three of Northern's Market Area customers, CenterPoint Energy Minnesota Gas (CenterPoint), Xcel Energy, on behalf of Northern States Power-Minnesota (Xcel), and Flint Hills Resources, LP (Flint Hills), began pursuing alternatives to Northern's system for their natural gas needs. These customers were looking for alternatives to serve existing loads and future market requirements in and around the Minneapolis/St. Paul, Minnesota, metropolitan area. Each of these parties had issued requests for proposals (RFPs) for alternative transportation and were poised to bypass Northern and participate in the construction of greenfield pipelines. The bypasses would have resulted in significant adverse impacts to Northern's system and Northern's customers.

Northern entered into negotiations with all three parties and, ultimately, executed long-term agreements with the parties. All of these agreements addressed Northern's

⁴ The RPBB is a federally listed endangered species; the Project area is within the species' known range, and suitable habitat was identified within the project area.

customers' needs for competitive rates and a commitment by Northern to meet the future growth requirements of these customers. The long-term agreements included a provision that committed Northern to serve the customers' long-term growth in exchange for a full-service requirement. To satisfy the growth needs of CenterPoint, Xcel, and Flint Hills, as well as the requirements of any other shipper, Northern announced the initial Northern Lights project in an open season that was conducted May through August 2005.

As a result of the long-term agreements and requests received during the initial Northern Lights Open Season, Northern filed a section 7 application June 23, 2006, with the Commission in Docket No. CP06-403-000 requesting authorization to construct, modify and operate facilities for the first discrete stand-alone Northern Lights project in order to enable Northern to retain the underlying entitlement of the three existing customers and to meet the anticipated growth requirements of 24 of its Market Area customers. The Commission approved the request February 21, 2007. The Northern Lights project was designed to optimize the design and placement of facilities to meet customer growth requirements for a two-year period while taking into consideration the expected long-term requirements to meet certain anticipated customer growth needs through 2026. Subsequent projects have been constructed under the umbrella of the Northern Lights project pursuant to Section 7 of the NGA as well as the automatic blanket and prior notice provisions of the Commission's regulations and Northern's blanket certificate (see, Exhibit Z).

The execution of the contract extensions and related growth commitments were critical for both Northern and Northern's existing customers in that they prevented a major

bypass of Northern's system.⁵ The CenterPoint, Xcel and Flint Hills total volumes constituted more than 1.5 Bcf/day out of a total of approximately 4.6 Bcf/day of the then existing peak-day entitlement in Northern's Market Area at the time the long-term commitments were agreed to by Northern and its customers. In the absence of the extension agreements with CenterPoint, Xcel and Flint Hills, a bypass by these three customers would have translated to a loss of approximately 1 Bcf/day of their existing winter MDQ. Since the parties involved had actively and publicly pursued a proposed bypass of Northern's system, the successful execution of agreements⁶ provided substantial economic benefits to Northern's system resulting from the long-term extension of existing entitlement and the accommodation of future growth requirements. As demonstrated in the original Northern Lights application in Docket No. CP06-403-000, the potential lost volume would not have been replaced with other shippers' growth.⁷

NL2025 is a market-driven project designed in response to shipper requests for additional service. In order to fulfill Northern's commitment to meet customer growth requirements,⁸ Northern announced Northern Lights 2025 – Ventura North Open Season,

⁵ See the Motion to Intervene, Comments In Support of Filing and Request for Expedited Consideration of CenterPoint filed in Docket No. RP05-181 February 23, 2005, pp 3-4, wherein CenterPoint states, "CenterPoint Energy, Northern's largest single customer, would have removed a very significant segment of load from the Northern system, effective November 1, 2007." See also the Joint Motion for Leave to Intervene and Comments In Support of Northern States Power Company-Minnesota and Northern States Power Company-Wisconsin filed April 19, 2006, in Docket No. RP06-302-000, at pp. 1-2, wherein NSP-MN stated "NSP-MN was fully prepared to move forward with a new intrastate pipeline that would have reduced its existing contracts with Northern by approximately 225,000 Dth/d during the winter period and 100,000 Dth/d during the summer period."

⁶ Northern executed agreements with Xcel May 20, 2004; Flint Hills December 10, 2004; and CenterPoint January 13, 2005.

⁷ The initial Northern Lights expansion project provided 374,225 Dth/day of incremental winter peak day firm service. Of that 374,225 Dth/day, approximately 200,000 Dth/day was located in the bypass service area. However, Xcel, CenterPoint and Flint Hills contracted all of the 200,000 Dth/day – none of which would have been contracted if the bypass had occurred. There were no other requests for service in the bypass service area that could have replaced the potential lost volume of approximately 1 BCF/day.

⁸ The contractual commitments related to the underlying contract extensions included provisions for growth options at a minimum of two-year intervals.

which was held April 24, 2023, through May 22, 2023, (NL2025 Open Season). The purpose of the NL2025 Open Season was to determine if customers are in need of expanded firm transportation service and to identify the need, if any, to construct facilities necessary to provide for this additional need commencing on or after November 1, 2025, from certain points of interest (POI)⁹ to delivery points located north of the Ventura, Iowa, compressor station in Northern's Market Area. In the open season, Northern also provided firm customers currently holding capacity in Northern's Market Area an opportunity to turn back capacity that may be used to reduce construction.

Northern received requests in the NL2025 Open Season from Wisconsin Gas LLC (WE Energy); Northern States Power Company, A Minnesota Corporation; Northern States Power Company, a Wisconsin Corporation; Midwest Natural Gas, Inc. (Midwest); and CenterPoint Energy Minnesota Gas (CenterPoint) for 46,064 Dth/day of winter firm service commencing November 1, 2025. Northern has executed binding commitments with these customers; copies of precedent agreements and election forms under long-term contracts are included in Exhibit I. Prior to construction, Northern will have executed agreements to replace the precedent agreements. Northern received no request to turn back capacity or realign capacity in the open season.

When placed in service, the proposed facilities will provide for additional winter peak day firm transportation service of approximately 46,064 Dth/day to serve residential, commercial and industrial customer market growth in Northern's Market Area.

⁹ The receipt POIs listed in the NL2025 Open Season included Northern Border Pipeline (NBPL)/NNG Ventura (POI 192), NBPL/NNG Marshall (POI 204), NBPL/NNG Welcome (POI 1665), Great Lakes (GRLKS)/NNG Carlton (POI 388), Great Lakes/NNG Grand Rapids (POI 78994), Great Lakes/NNG Wakefield (POI 21972), Viking/NNG Polk (POI 62983) Viking Chisago/Isanti (POI 196), or Viking/NNG Pierz (POI 61667).

The shippers provide natural gas to the upper midwest. Because of independent projected population growth in these areas, the expanded delivery of natural gas will enable the local distribution companies to reliably meet the peak-day cold-weather winter events that can be frequent and are particularly harsh during the winters in Minnesota and Wisconsin.

Based on shipper feedback, the vast majority of the incremental natural gas supported by the Project will serve the residential and commercial needs for heating, hot water, and cooking, and is designed to meet peak day needs. There is no practical alternative to meet these needs. The Project will serve the metropolitan area of Minneapolis/St. Paul and other population centers. There is no infrastructure in place to meet the heating incremental needs of these individuals, families, schools, and businesses through either alternative fuel (e.g., propane) or renewable energy. The latter would require an impractical, massive infusion of infrastructure that would be unable to meet the heating requirements of a cold-weather event in a cost-effective or timely manner. Without the Project and the ability of these shippers to meet the heating needs of their customers, these geographical areas would be at risk for failing to meet natural gas transportation delivery needs given the significantly colder temperatures present in Minnesota and Wisconsin and would result in a loss of service to impacted customers.

Northern engaged landowners early in the design and route selection process and initially obtained 100% survey permission; one landowner subsequently rescinded permission after the biological survey was completed. Northern is committed to good faith negotiations. Through a route design that minimizes landowner impacts, the use of condemnation is minimized.

Northern conducted two open houses in Sparta, Wisconsin, November 16, 2023, to engage members of an identified environmental justice block group near the Tomah branch line loop extension. To notify local residents about the open houses, Northern sent invitations to impacted landowners and those landowners with abutting property to the project workspaces for the Tomah extension, published information about the open houses in the local newspaper, and contacted the impacted landowners and abutting landowners through phone calls or in-person meetings. Northern decided to hold two open houses on the same day, from 1:30 to 3:30 pm and from 5:30 to 7:30 pm, to accommodate the varying work shift hours within the community. During the open houses, Northern provided Project-specific information, addressed attendees' questions, displayed a Project-specific map and contact information. Eight of the nine directly impacted landowners from this Project component attended the open houses. One landowner with abutting property also attended. The directly impacted landowner that could not attend the open house in person contacted Northern via telephone the day of the open house to gather information. Northern collected feedback from attending landowners and is working to address concerns.

After Northern files its Section 7 application, the public information in the application will be available for viewing at local libraries. In addition, notice of the application will be posted in the local newspapers.

V.

Description of Facilities

Northern proposes to construct and operate the following pipeline facilities to increase peak-day entitlement by 46,064 Dth/day effective November 1, 2025.

Lake Mills to Albert Lea E-line

Northern proposes to construct and operate an approximately 3.00-mile extension of its 36-inch-diameter MNM80105 Lake Mills to Albert Lea E-line (E-line)¹⁰ in Freeborn County, Minnesota. The proposed extension will be tied in below ground at the current terminus of the E-line in Section 16, Township 101 North, Range 22 West (Section 16, T101N, R22W), Freeborn County, Minnesota. The downstream tie-in to the 30-inch-diameter MNM80104 D-line (D-line) will be in Section 33, T102N, R22W, Freeborn County, Minnesota. The terminus of the proposed extension will tie into the D-line on the north side of 165th Street with a new valve setting.

The existing aboveground valve setting located at the take-off of the proposed extension will be removed. The existing lot measures 40 feet by 40 feet, and the existing permanent driveway measures 75 feet by 20 feet. The piping, valves, guard rail, and gravel also will be removed. The land will be returned to original grade, and Northern will release the facility and access easement but will maintain its pipeline easement.

A 90 foot by 75 foot aboveground valve setting will be constructed at the terminus of the proposed extension. The new valve setting will include piping and valves from the proposed extension to tie into the existing D-line. Northern will utilize 165th Street, an existing gravel-covered landowner's private driveway, during construction and for permanent access to the valve setting from 690th Avenue. The driveway will not require improvements. Two 15 foot by 20 foot permanent graveled drives will be installed to access the facility off 165th Street (the private driveway). Two drives are required for pull-through

¹⁰ The E-line was referred to as the Ventura North E-line in the Northern Lights 2023 expansion project (Docket No. CP22-138).

parking. A guard rail will be installed around the aboveground valve setting. Northern is in the process of obtaining a new access road agreement as well as a facility easement for the new valve setting.

To minimize methane emissions during tie-in activities, Northern will install a below-ground line stop on the existing E-line south of County Highway 9 (upstream of the take-off).

The proposed extension will be installed parallel, utilizing a 25-foot offset, to Northern's D-line. The pipeline will be installed within a 100-foot-wide nominal construction corridor¹¹ in uplands. In addition to the construction corridor, Northern will utilize extra temporary workspace (ETWS), existing driveways and farm roads, temporary access roads and staging areas during construction. Northern is in the process of obtaining new permanent pipeline easements, where required.

Elk River 3rd branch line

Northern proposes to construct and operate an approximately 2.43-mile extension of its 30-inch-diameter MNB87703 Elk River 3rd branch line in Washington County, Minnesota. The proposed extension will be tied-in below ground approximately 260 feet north of the current terminus in Section 36, T32N, R21W, Washington County, Minnesota. The downstream tie-in to both Northern's 20-inch-diameter MNB87701 and 20-inch-diameter MNB87702 branch lines will be completed with a new valve setting in Section 3, T31N, R21W, Washington County, Minnesota.

Northern will remove the existing aboveground valve setting on the east side of July Avenue in Section 36, T32N, R21W, Washington County, Minnesota. The existing lot

¹¹ The construction corridor also is referred to as temporary workspace (TWS) as depicted on the alignment sheets and other drawings.

measures 45 feet by 45 feet, and the existing permanent driveway measures 25 feet by 34 feet. The piping, valves, guard rail, and gravel will be removed. The land will be returned to original grade and Northern will release the facility and access easement but will maintain its pipeline easement.

A 70 foot by 90 foot aboveground valve setting will be installed at the terminus of the proposed extension, located at the west side of Henna Avenue North, in Section 3, T31N, R21W, Washington County, Minnesota. The new valve setting will include piping and valves from the proposed extension to tie into the 20-inch-diameter MNB87701 B-line and 20-inch-diameter MNB87702 C-line . A 15 foot by 20 foot permanent gravel drive will be installed to access the site from Henna Avenue North, and a guard rail will be installed around the site. Northern is in the process of obtaining a facility easement for the new valve setting.

To minimize methane emissions during tie-in activities, Northern will install a below-ground line stop on the existing Elk River 3rd branch line east of July Avenue (upstream of the take-off). Northern also will abandon and remove approximately 275 feet of its existing 30-inch diameter Elk River 3rd branch line between the existing tie-in valve setting and proposed below-ground tie in location on the northeast corner of July Avenue and 180th Street North.

Northern designed the proposed pipeline extension to minimize tree removal and impacts to the environment, wetlands, and landowners; therefore, a majority of the extension is offset from Northern's existing pipelines by more than 25 feet. The proposed branch line deviates more than 25 feet from Northern's existing branch lines at three main locations. The maximum offset between the proposed branch line and existing branch lines is approximately 590 feet.

The first 0.40 mile of the Elk River 3rd branch line extension (MP 1.02 to 1.42) deviates from existing branch lines a maximum of 230 feet north of the existing branch lines due to workspace needed for a horizontal directional drill (HDD) and to avoid residences. From approximately MP 1.90 to MP 2.20, the proposed Elk River 3rd branch line will be located a maximum of 185 feet north of existing branch lines to avoid a residential structure and maximize workspace available to complete two separate HDDs. From MP 2.40 to MP 3.32, the proposed Elk River 3rd branch line will be located approximately 550 feet north of existing branch lines to optimize the HDD design, minimize the number of pull-back strings that will be required, and to maximize use of workspaces that are not wooded.

The pipeline will be installed within a 100-foot-wide nominal construction corridor; the construction corridor will be reduced to 75-foot-wide to avoid impacts to one wetland near MP 1.69 and a second wetland near MP 2.38. In addition to the construction corridor, Northern will utilize ETWS, temporary access roads, existing driveways, and a staging area during construction. Northern is in the process of obtaining new permanent pipeline and facility easements, where required.

Farmington to Hugo C-line

Northern proposes to construct and operate a non-contiguous 1.91-mile extension of its 30-inch-diameter Farmington to Hugo C-line in Washington County, Minnesota. The proposed extension will be tied in below ground within Northern's Hugo compressor station in Section 6, T31N, R20W, Washington County, Minnesota. The downstream tie-in to Northern's 24-inch-diameter MNM86501 B-line will be completed with a new valve setting in Section 7, T31N, R20W, Washington County, Minnesota.

Northern will install a new launcher and associated valves and piping within its Hugo compressor station. The launcher will be installed in the southeast corner of the Hugo compressor station. Northern will utilize the existing compressor station driveway without modification. No modifications to the existing facility footprint or easements will be required.

An aboveground valve setting will be installed at the terminus of the proposed Farmington to Hugo C-line, located in Section 7, T31N, R20W, Washington County, Minnesota. The new valve setting will include piping and valves from the proposed extension to tie into the 24-inch-diameter MNM86501 B-line. The proposed valve setting measures approximately 49 feet by 46 feet by 57 feet by 45 feet. Northern will utilize an existing private state-owned driveway, PD05, for permanent access to the proposed valve setting from Manning Trail North. No improvements are required to use the driveway. A guard rail will be installed around the aboveground valve setting. Northern is in the process of obtaining new pipeline easements, a new access road agreement, and a facility easement for the new valve setting.

The Farmington to Hugo C-line will be installed parallel to Northern's MNM86501 B-line with a 25-foot-offset except for a segment extending from MP 0.10 to 1.01. This pipeline segment will deviate a maximum of 291 feet from the 25-foot-offset to optimize the design of two HDDs, to reduce the potential for night-time noise impacts to nearby noise sensitive areas (NSAs), and to reduce the potential for inadvertent releases in the wooded wetlands.

The pipeline will be installed within a 100-foot-wide nominal construction corridor; the construction corridor will be reduced to 90 feet to avoid two wetlands near MP 0.59 and reduced to 75 feet near MP 1.32 to avoid a wetland. In addition to the construction corridor, Northern will utilize ETWS, existing driveways, temporary access roads, and staging areas

during construction. Near MP 1.71, Northern will obtain an easement to utilize an existing access road to provide operational access to its proposed valve setting. Northern is in the process of obtaining new permanent pipeline and facility easements, where required.

Tomah Branch Line Loop

Northern proposes to construct and operate an approximately 1.28-mile extension of its 8-inch-diameter WIB11902 Tomah branch line loop in Monroe County, Wisconsin. The proposed extension will be tied in below ground to the current terminus of the Tomah branch line loop in Section 1, T17N, R4W, Monroe County, Wisconsin. The tie-in valve setting at this location will be removed. The downstream tie-in to Northern's 6-inch-diameter WIB11901 branch line is located in Section 6, T17N, R3W, Monroe County, Wisconsin. The proposed extension will be tied in at the relocated Tomah branch line loop receiver, which is further discussed below.

The Tomah branch line loop receiver facility located on the west side of County Highway B in Section 2, T17N, R4W, Monroe County, Wisconsin, will be relocated to the terminus of the proposed extension. The existing 110 foot by 100 foot facility includes a receiver and associated piping and valves, a fence, gravel, and a 35 foot by 20 foot permanent driveway. As a result of removing the facility and permanent driveway, Northern will install approximately 40 feet of below-ground piping to tie into its 8-inch-diameter WIB11902 branch line within the existing footprint of the receiver facility. The land will be returned to original grade. Northern will release the facility and access easement, but will maintain its pipeline easement.

The 15 foot by 16 foot aboveground Tomah tie-in valve setting and the approximately 50 foot by 20 foot permanent driveway located on the southeast side of Gemini Road,

Sections 1 and 12, T17N, R4W, Monroe County, Wisconsin, will be removed. The piping, valves, fence, and gravel will be removed. The land will be returned to original grade and Northern will release the facility and access easements but will maintain its pipeline easement.

As indicated above, the relocated Tomah branch line loop receiver facility will be installed at the terminus of the proposed extension on the east side of County Highway Q, in Section 6, T17N, R3W, Monroe County, Wisconsin. The new receiver facility will include piping and valves from the proposed extension to tie into the 6-inch-diameter WIB11901 Tomah branch line. The proposed lot, including the buffer, will measure 175 feet by 150 feet, with a graveled footprint of 153 feet by 128 feet, and a fenced footprint of 151 feet by 126 feet. Northern will plant native grasses and the seeds of butterfly-friendly foliage within an approximate 11-foot buffer between the edge of gravel and property line. Northern has an additional one-foot clearance around the fence for safety totaling a 12-foot buffer around the facility. An approximately 25 foot by 20 foot permanent drive will be installed to access the site from County Highway Q. Northern is in the process of obtaining a facility easement with the landowner.

The Tomah branch line loop extension will be installed parallel to Northern's WIB11901 Tomah branch line with a 25-foot-offset except for a segment of pipeline extending from MP 2.55 to MP 2.57. This pipeline segment will deviate from the 25-foot-offset by a maximum of 60 feet to optimize the HDD design and avoid drilling under the landowner's driveway and trees.

The pipeline will be installed within a 75-foot-wide nominal construction corridor. In addition to the construction corridor, Northern will utilize ETWS, temporary access roads, an

existing driveway, and a staging area. Northern is in the process of obtaining new permanent pipeline easements, where required.

La Crescent compressor station

Northern will complete minor aboveground facility modifications within its existing La Crescent compressor station located in Section 16, T104N, R5W, Houston County, Minnesota. The facility modifications will consist of replacing the current blind flanges with compressor cylinder end caps; no ground disturbance will occur at this site and all work will be completed within the existing compressor building. No changes to noise, horsepower, or air emissions will result from the Project. Additionally, no expansion of the site will be required.

The facility is currently fenced and covered with gravel. Northern will utilize the existing fenced facility for parking and existing driveway for temporary access.

Miscellaneous Information

The location and design of the Section 7 facilities described above are shown in more detail on aerial alignment sheets and aerial overview photographs (Figures 1-4 and 1-5) and U.S. 7.5-minute topographic maps (Figure 1-2) provided in Resource Report 1, as well as Exhibits F and G, attached hereto. Certain of the aerial alignment sheets (Figure 1-5) contain sensitive environmental information and landowner names and have therefore been marked **“CUI//PRIV – DO NOT RELEASE”** (privileged information). These documents are segregated in Volume II. Exhibit G provides specific engineering and operational details regarding Northern’s system and has therefore been labelled **“CUI//CEII – DO NOT RELEASE”** (Critical Energy Infrastructure Information) and segregated in Volume III.

Aerial photographs showing noise sensitive areas associated with HDD activities are included in Resource Report 1, Figure 1-7. Facility plot plans are provided in Resource Report 1, Figure 1-6. Due to the engineering and operational specifications included on the plot plans, Figure 1-6 is labeled “**CUII//CEII – DO NOT RELEASE**” and is segregated in Volume III.

Northern will maintain a 50-foot-wide permanent right of way centered over the proposed pipelines. As previously described, the pipelines will be installed utilizing a 25-foot offset from existing pipelines, where practicable. Resource Report 8, Table 8.1-5, provides a listing of the pipeline segments that will be installed more than 25 feet from existing pipelines; the location by mile post, the length of the pipeline segment, the maximum distance between the existing and proposed pipelines and an explanation as to why the pipelines have deviated are provided in the table. A detailed description of facilities to be constructed and construction workspace as well as construction activities is included in Resource Report 1, Exhibit F-1, attached hereto and incorporated herewith.

Additional Ancillary Facilities

In addition to the facilities proposed in this instant application, ten town border station (TBS) facilities will be modified pursuant to Northern’s blanket certificate and the automatic blanket provisions of the Commission’s regulations as well as section 2.55(a) of the Commission’s regulations. The total estimated cost of these modifications is \$5,225,191. A description of these facilities can be found in Resource Report 1, Tables 1.1-1 and 1.1-2. These projects are not contingent on the application. The projects have independent utility and would be required in time to meet customer demand.

VI. COST OF FACILITIES

The cost to construct the Project facilities proposed herein is \$60,678,722 as detailed in Exhibit K. Accounting entries for the abandonment of pipeline are provided in Exhibit Y. Exhibit N provides separate analyses of the estimated cost of service and revenues for the proposed Project. Exhibit N indicates the incremental revenues exceed the incremental cost of service by \$468,000 over the initial five-year in-service period. Northern recognizes that the first-year cost of service is higher than the first-year revenues associated with the project. However, Northern is not seeking pre-determination of rolled-in rate treatment for the NL2025 Project. As it did in the last two section 4 general rate cases, Northern will seek rolled-in rate treatment based not only on the economics of the NL2025 Project but will use the cumulative benefits of retaining the competitive markets that were at risk of bypass, as well as the benefits Northern's customers have experienced due to all of the Northern Lights projects.¹² If necessary at the time of the next rate case, as it did for the Northern Lights 2019 project in Docket RP22-1033, Northern may provide a revenue credit to its overall cost of service to cover any applicable revenue shortfall necessary to ensure that existing customers do not subsidize the NL2025 Project.

VII. Market Data

Northern has binding commitments for firm throughput service with five shippers for service commencing November 1, 2025. These commitments total an aggregated

¹² *Northern Natural Gas*, 172 FERC ¶ 61,287 (2020); 184 FERC ¶61,149 (2023); In Docket No. RP22-1033, Northern Natural Gas witness Laura Demman provided testimony that the cumulative benefit of the Northern Lights projects at the time of the rate case filing was over \$166 million, see Northern Natural Gas Company submits tariff filing per 154.312: RP22-1033, Exhibit NNG-0001 at 77 (2022).

expansion entitlement of 46,064 Dth/day. The 46,064 Dth/day will serve Northern’s customers to meet growing energy demands for commercial, residential and industrial use. This capacity includes the delivery of natural gas to heat homes and businesses and supplying natural gas for appliance and machinery operation. Copies of election forms under long-term contracts and precedent agreements are included in Exhibit I. Prior to construction, Northern will have executed throughput agreements to replace the precedent agreements. The following table summarizes the individual shippers and their winter firm entitlement

Shipper	Winter Dth/day
Northern States Power Company, a Minnesota Corporation	24,033
Northern States Power Company, a Wisconsin Corporation	1,588
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas	15,000
Wisconsin Gas LLC	4,040
Midwest Natural Gas, Inc.	1,403

Northern requested additional information from the shippers for the Project.¹³ In further support of customer need, Northern is providing information from the shippers demonstrating their requests are firmly based on a realistic response to identified expansion needs for their residential, industrial, and commercial customers for heating and other domestic needs.

The following information summarizes the supplemental information provided by the shippers to underscore the need for the Project. Notably, all five shippers are

¹³ See Exhibit I, Northern Lights 2025 Questionnaire for Participating Customers.

regulated by their respective state commissions, who in some form authorize these shippers to contract for the expansion capacity.

The NSP companies¹⁴ continuously evaluate their design day requirements or anticipated gas consumption during a 1 in 30 cold weather event for their firm customers and annually file the analysis with state regulators. In their assessment for the 2025-26 heating season and beyond, the NSP companies identified a need for additional capacity at certain locations on their systems, which will meet the demands of their firm customers efficiently and reliably during extreme cold.

The NSP companies will utilize the NL2025 project capacity to satisfy the projected design day requirements of their firm retail natural gas customers, which include residential and commercial loads, such as homes, schools, hospitals, and local business.

The NSP companies interstate transportation and storage portfolio are subject to annual review and approval from the Minnesota Public Utilities Commission (MPUC) and Public Service Commission of Wisconsin (PSCW). Each year, the NSP companies perform an annual evaluation of their design day requirements. This analysis incorporates the company's forecast of gas customers, including projected effects of implementation of non-gas alternatives, such as beneficial electrification, alternative fuels, and demand side management. Should the NL2025 capacity not be constructed, the NSP companies may need to implement short term solutions, such as portable liquified natural gas, to fulfill the projected design day requirements of their firm customers. Such temporary solutions are less efficient, less safe, and less reliable than the pipeline capacity proposed

¹⁴ Northern States Power Company, a Minnesota Corporation and Northern States Power Company, a Wisconsin Corporation are state-regulated NSP companies.

in the NL2025 Project. The NSP companies have determined that the incremental capacity included in the NL2025 Project is necessary to efficiently deliver safe and reliable gas service to their customers.

CenterPoint's utility footprint is located in Northern's Market Area and its end-user customer needs will vary as they serve multiple classes of customers that range from residential (heating/water heating/cooking/clothes drying) to commercial (manufacturing mechanical needs/electric generation/mining/producing goods/processing foods). CenterPoint's customer load requirements are continuously increasing year over year. In order to respond to the increasing load requirements and to provide its customers with safe and reliable service, CenterPoint must seek additional capacity to meet its design day load requirements. Northern is a sold-out system and the only way to obtain generally available capacity is to participate in an open season upon occurrence or obtain capacity through Northern Lights Open Seasons. CenterPoint's participation in Northern Lights Open Seasons allows CenterPoint to share expansion costs with all awarded Shippers. If CenterPoint is unable to timely secure adequate capacity CenterPoint could fail to meet design day load requirements which could result in excessive penalties, system outages, and unknown costs associated with emergency supply alternatives.

CenterPoint is required to inform the state commission of any anticipated expansion projects and associated costs, but relevant docket numbers related to NL2025 are not yet available. However, the costs associated with NL2025 were included in CenterPoint's rate case filed in 2023 and the corresponding Docket Number is G-008/GR-23-173.

CenterPoint routinely evaluates and considers alternatives prior to participating in Northern Lights Open Seasons keeping in mind the best option to provide a reliable service at a reasonable price for its customers. If there is an option which is more economically beneficial to CenterPoint's customers, consistent with its environmental commitments, and is compliant with the Northern contract terms, CenterPoint would proceed to expand with an alternative supply source as it sees fit.

CenterPoint is diligently working toward a cleaner energy future by reducing carbon emissions across operations and energy supply chain while prioritizing safety, the integrity of its system, and continued reliable service. Specifically for Minnesota, the Natural Gas Innovation Act (“NGIA”) was passed in June 2021 with bipartisan support. This law establishes a regulatory framework to enable the state’s investor-owned natural gas utilities to provide customers with access to renewable energy resources and innovative technologies, with the goal of reducing greenhouse gas emissions and advancing the state’s clean energy future. The NGIA allows a natural gas utility to submit an innovation plan for approval by the MPUC which could propose the use of renewable energy resources and innovative technologies such as:

- renewable natural gas (produces energy from organic materials such as wastewater, agricultural manure, food waste, agricultural or forest waste);
- renewable hydrogen gas (produces energy from water through electrolysis with renewable electricity such as solar);
- energy efficiency measures (avoids energy consumption in excess of the utility’s existing conservation programs); and

- innovative technologies (reduces or avoids greenhouse gas emissions using technologies such as carbon capture).

CenterPoint submitted its first innovation plan to the MPUC on June 28, 2023.

We Energies obtained specific approval from the Public Service Commission of Wisconsin (PSCW) for the contracted capacity for the NL2025 Project. Pursuant to a letter order dated October 5, 2023, the PSCW approved the gas supply change¹⁵ and noted the capacity requested was necessary to support We Energies' firm annual sales and peak day capacity requirements. The capacity will provide service to residential, commercial, and industrial customers within multiple town border stations including real estate, restaurants, government, food products, and metals manufacturing. We Energies has experienced growth and is forecasting additional growth in its Northern only served areas. The additional capacity supports reserve requirements in Northern single-fed pipeline areas in northwest Wisconsin. We Energies is not aware of any alternatives that could meet the needs of their customers in these areas.

Midwest noted that the contracted capacity under the NL2025 Project is a critical component to meet the peak day needs of its growing customer base. Midwest is also regulated by the PSCW and provides annual peak day forecasts for PSCW approval. In accordance with a letter order dated December 26, 2023, the PSCW approved Midwest's request for the firm transportation capacity associated with NL2025.¹⁶ The capacity will provide service to residential (urban and rural); commercial/business (schools, hospitals, nursing homes, agricultural, manufacturing). As part of its annual gas supply plan

¹⁵ Public Service Commission of Wisconsin, Docket No. 6650-GP-2022.

¹⁶ Public Service Commission of Wisconsin, Docket No. 3670-GP-2023.

submitted to the PSCW, Midwest identified load growth estimates and system locations where capacity needed to be increased or added to meet those load growth estimates. Midwest requires the requested level of capacity that will be supplied by the NL2025 Project to ensure Midwest is able to meet its growth obligations to residential, commercial, and business customers. Midwest specifically stated, "[i]t is no overstatement to say that the natural gas capacity that will be delivered by Northern by the facilities supported by this project are a critical component of Midwest gas planning". Midwest requires the incremental capacity to ensure it has access to sufficient capacity to cover the future growth and anticipated peak demand of its natural gas residential, firm commercial and business customers. Based on the configuration of heating systems, water tanks, and manufacturing equipment, natural gas is the only resource that can economically be utilized to meet Midwest's identified needs.

Relative to pipeline capacity, Midwest has very limited options of available pipelines where it can purchase firm transportation capacity. Northern is the only pipeline that connects directly to Midwest. As a result, Northern provides all the firm transportation capacity that Midwest needs to serve the peak day load of its firm customers. Given the location of Midwest's distribution system and how it is laid out (spread out over four laterals that are many miles apart), Midwest has stated that other pipelines are not interested in building pipeline capacity to serve the natural gas requirements in Midwest's region. Some of the larger areas of Midwest's distribution system are growing at the fastest rate in the state of Wisconsin and the NL2025 Project is Midwest's only means to continue to serve the growing needs of its customers.

Northern understands that the shippers participating in the proposed project will have either acquired gas supplies or have ongoing negotiations for the acquisition of the gas supplies related to the projects. The primary sources of supplies for the additional capacity will be from sources directly or indirectly connected to Northern's system. In the event upstream throughput services are required, Northern anticipates that each shipper will obtain such service and that it will be performed under Part 284 of the Commission's Regulations.

VIII. **Operational Benefits**

Construction of the NL25 Project facilities will provide benefits to Northern's existing system through increased reliability and system flexibility, as further described below.

The expansion facilities will be integrated with Northern's existing system and will complement the operation of Northern's existing facilities and provide increased reliability for Northern's existing infrastructure and operations, as well as flexibility for future expansions.

The Lake Mills to Albert Lea E-line, Elk River 3rd branch line, Farmington to Hugo C-line, and Tomah branch line loop extensions, which all lengthen existing looped lines, will provide redundancy and reliability in the event of planned or unplanned outages during non-peak periods. Compression downstream of the Lake Mills to Albert Lea E-line, Elk River 3rd branch line and Farmington to Hugo C-line loop extensions will likely see reduced operation during non-peak periods as a result of the additional looping. The Tomah and Elk River 3rd branch line loops reduce pressure loss to increase delivery

capacity and increase redundancy and reliability. The Elk River 3rd branch line and Farmington to Hugo C-line extensions add line pack in a high-demand area of the system, reducing pressure fluctuation.

Although the NL2025 Project does not include new compression, Northern has attached a fuel study at Exhibit Z-1 showing the estimated fuel rate decreases by 0.006% from 0.455% to 0.449%.

The projects under the Northern Lights umbrella are designed to respond to the contractual biennial demands by Northern's customers; Northern's response to these customers has allowed the projects to respond to emerging demand trends while planning for long-term facility placement. As such, system flexibility is enhanced.

IX. Environmental

The NL2025 Project was engineered to maximize the use of looping and extensions of existing Northern pipelines, rather than a greenfield pipeline or added compression, to site the Project facilities. Because Northern operates a reticulated system with multiple mainlines serving its Market Area, Northern has the flexibility to efficiently engineer a project design that minimizes impacts to landowners and the environment. Exhibit F-1 is an environmental report that provides an analysis of the existing environmental conditions and the impact of the proposed facilities on the environment.

Construction activities will be conducted in accordance with FERC's Upland Erosion Control, Revegetation and Maintenance Plan (Plan) and the Wetland and Waterbody Construction and Mitigation Procedures (Procedures) to minimize environmental impacts, with specific alternative measures to the FERC's Procedures (see Resource Report 1,

specifically, Tables 1.3-2 and 1.3-3). The status of required environmental clearances and permits from the appropriate state and federal agencies is detailed in Resource Report 1, Table 1.6-1. A listing of federal authorizations that are required for the project and the status of these authorizations are provided in Exhibit J. Agency correspondence sent and received to date is included in appendices of respective Resource Reports included in Exhibit F-1. Copies of the Phase I Cultural Resource Investigation Results for each project component are included in Volume II and have been labeled “**CUI//PRIV – DO NOT RELEASE.**” The proposed construction areas are more fully discussed in the resource reports (Exhibit F-1) attached hereto and incorporated herein.

Northern has included topographical maps, aerial photographs and aerial alignment sheets depicting the location of the proposed facilities in Resource Report 1, Figure 1-1 through Figure 1-5. Alignment sheets containing landowner names and the location of sensitive environmental sites are provided in Resource Report 1, Figure 1-5; due to the sensitive nature of the information, Figure 1-5 is labeled “**CUI//PRIV – DO NOT RELEASE**” and segregated in Volume II.

Northern proposes to install the proposed pipeline loops and extensions within existing easements along the pipeline route and adjacent to existing right of way, as much as practical. The proposed pipelines deviate from paralleling existing pipelines to avoid residential structures; and to optimize the design and setup of HDD operations and the associated workspace to (1) reduce impacts to wooded areas, (2) reduce the potential for nighttime pullback noise impacts to noise sensitive areas, and (3) avoid impacts to a landowner’s driveway and trees. Northern reviewed alternatives to the proposed pipelines and, as described in Resource Report 10, Northern’s proposed routes represent the least

or similar impact to the environment and/or landowners when compared to the alternatives analyzed. Northern will utilize the HDD method to install pipeline to avoid an open water feature and streams, wetland areas, roads and landowner impacts. Northern will maintain a 50-foot-wide permanent right of way centered over the existing pipelines. Temporary workspace parallel and adjacent to Northern's existing easements will be needed for the construction right of way as well as new temporary easements for workspace. In addition, ETWS for road crossings, tie-in points and staging areas will be required. The projects will require new or improved temporary access roads as well as new permanent driveways. These areas are more fully disclosed on the aerial alignment sheets and aerial photographs provided in Resource Report 1.

The predominant land use impacted by the proposed Project is agricultural land followed by open land. Disruption of the agricultural lands should occur only during the construction phase, after which the surface will be restored pursuant to its pre-construction condition, or pursuant to landowner agreements with the exception of the aboveground appurtenant facilities. In addition, Northern will comply with the provisions of the Agricultural Impact Mitigation Plan (AIMP) which was developed in coordination with the Minnesota Department of Agricultural to minimize impacts on agricultural land. A copy of the AIMP is provided in Resource 7, Appendix 7E. Additional land use and construction mitigation measures are more fully described in Resource Report 8.

A list of the affected landowners is provided in Resource Report 1, Appendix 1C, and is filed as privileged information in Volume II. A list of the agencies involved with the projects as well as other stakeholders is included in Resource Report 1, Appendix 1B. Pursuant to section 157.6(d) of the Commission's Regulations, within three business days

following the date the Commission issues a notice of the application, affected landowners and other stakeholders will be mailed a notice of the proposed project. A listing of the newspapers and libraries, which are located within the counties of the proposed project is included in Appendix 1-B of Resource Report 1. Northern will make a good faith effort to publish a notice of the project twice in the applicable newspapers within 14 days from the date a docket number is assigned to the instant application. Pursuant to section 157.10(c), a copy of the public information included in the instant application will be available for public viewing at the applicable libraries.

Northern has established an Environmental Complaint Resolution Procedure that provides landowners whose properties will be crossed by the Project with clear and simple directions for identifying and resolving their environmental mitigation problems or concerns. The document includes information on how a landowner may contact Northern's toll-free number or directly contact Commission staff. A copy of Northern's Environmental Complaint Resolution Procedure and a template letter that will be sent to landowners directly affected by the Project is included in Resource Report 1, Appendix 1D.

Environmental Justice (EJ) Communities

The Project impacts only two environmental justice (EJ) block groups.¹⁷ EJ community, CT 2020 Block Group 3 in Houston County, Minnesota, is near Northern's existing La Crescent compressor station. The minor modifications will be conducted within

¹⁷ The impacted EJ community, CT 2020 Block Group 3 in Houston County, has a minority population percentage and low-income population percentage greater than the county; and CT 9502 Block Group 1 in Monroe County, has a minority population percentage greater than the county. No EJ community residents will be displaced and impacts are minor and temporary. Resource Report 5 provides further discussion and notes there are no other EJ communities impacted by the Project.

the fenced yard of the compressor station and building and will not impact the EJ block group.

The two open houses¹⁸ held November 16, 2023, in Sparta, Wisconsin, were scheduled to engage members of EJ block group (CT 9502 Block Group 1 in Monroe County) for the Tomah branch line loop extension component of the Project.¹⁹ To maximize the opportunity for landowner participation, Northern held two open houses on the same day to accommodate the varying work shifts of workers in the community. To notify local residents about the open houses, Northern sent invitations to impacted landowners and those landowners with abutting property to the project workspaces for the Tomah extension, published information about the open houses in the local newspaper, and contacted the impacted landowners and abutting landowners through phone calls or in-person meetings. Eight of the nine directly impacted landowners who own or have an interest in one or more parcels and one environmental survey parcel landowner attended the events. Only one directly impacted landowner did not make an appearance; however, that landowner contacted Northern on the day of the open houses and another attendee gathered information for the landowner not able to attend.

Greenhouse Gas (GHG) Emissions Impacts

The incremental GHG emissions associated with the use of the firm transportation capacity proposed in the Project is likely to start at or near zero and could increase and eventually plateau over time. While the Project provides shippers the necessary capacity

¹⁸ Additional information related to the two open houses is provided in Section IV (pages 10 and 11) of this instant application.

¹⁹ The Tomah branch line loop is an approximate 1.28-mile-long 8-inch-diameter pipeline extension located wholly within Monroe County, Wisconsin.

to meet design day obligations and thus assure the human needs and public safety requirements of their residential, commercial, and industrial customers are met, the initial load factor for use of this capacity would likely be low and summer throughput would be near zero. The annualized downstream emissions for the projected initial load factor are estimated to be 6,660 tons per year (6,042 metric tons). Northern has analyzed greenhouse gas emissions applying two other methodologies, the shipper-weighted historic load factors, and the 100 percent utilization presumption.²⁰ This analysis is summarized in Resource Report 9, Appendix 9E.

In designing the Project, Northern examined opportunities to reduce methane emission impacts from the proposed project. To minimize methane venting to the atmosphere during tie-in activities, Northern will install belowground line stops at the beginning of the Lake Mills to Albert Lea E-line and the Elk River 3rd branch line. The use of line stops to complete tie-in activities will eliminate the need to vent approximately 21.8 MMscf of natural gas to the atmosphere during tie-ins. Additionally, Northern plans to utilize a hot tap for the tie-in at the end of the Lake Mills to Albert Lea E-line. The use of a hot tap to complete tie-in activities will eliminate the need to vent approximately 19.6 MMscf of natural gas to the atmosphere.

Northern has adopted maintenance and engineering measures to minimize venting of natural gas, reducing methane emissions. The use of third-party portable compression to draw down line pressure resulted in a savings of 223.78 MMscf, of natural

²⁰ Northern is providing the 100 percent utilization presumption solely due to the Commission's continued use of such presumption. Given the seasonality of the markets being served by the NL2025 Project, 100 percent utilization is not likely to ever occur and if it does, it will be very, very far into the future.

gas emitted in 2021; this equates to approximately 112,440 tons CO_{2e}. The use of hot taps reduces the length of a line that has to be blown down during maintenance. A line stop is inserted in the pipeline; a shorter length of pipe is blown down. Northern estimates this procedure resulted in the avoidance of 124.7 MMscf of natural gas released to the atmosphere; this equates to approximately 62,650 tons CO_{2e}. During normal pipeline operations, pipeline equipment, such as regulating stations, compressor stations, and town border stations, are utilized to draw down line pressure when needed, avoiding the venting of 65.2 MMscf or approximately 32,750 tons CO_{2e} of natural gas. Northern also uses flaring of gas as an alternative to venting natural gas, resulting in the avoidance of an estimated 15.4 MMscf, or approximately 7,740 tons CO_{2e}, of natural gas vented.

All told, in 2021, through operational best practices alone Northern achieved a 94.4% in methane reduction savings through flaring (95.5 MMscf of gas saved v. 5.6 MMscf of gas released); 89.75% of methane savings through capped blowdowns (26.1 MMscf of gas saved v. 3.0 MMscf of gas released); 65.0% of methane savings through pipeline operations (38.5 MMscf of gas saved v. 20.7 MMscf of gas released); and 100% methane savings through the use of vapor recovery units (1.2 MMscf of gas saved v. 0 MMscf of gas released).

This information, including CO_{2e} equivalent, is summarized in the table below.

Estimated Methane Emissions Avoided by Operational Practice			
Operational Practice	Gas released (MMscf)	Gas saved (MMscf)	Methane emission avoided (tons CO_{2e})
Flaring v. venting	5.6	95.5	47,980
Use of capped blowdowns	3.0	26.1	13,100
Pipeline operations	20.7	38.5	19,340
Use of vapor recovery units	0	1.2	600

In 2022, Northern replaced a total of seven antiquated compressor units, one unit at the Brownfield, Texas, station, two units at the Spraberry, Texas, station, and four units at the Ogden, Iowa, station. In 2023, Northern started construction to replace four units at the North Branch, Minnesota, station. In 2023, Northern installed a compressor blowdown system at the Sunray, Texas, compressor station to route natural gas that would otherwise be vented to the atmosphere to the station fuel header during blowdown activities. In 2024, Northern plans to install two vapor recovery systems, one at the Spraberry, Texas, compressor station and one at the Paullina, Iowa, compressor station. These vapor recovery systems will capture natural gas packing leak emissions from multiple reciprocating compressors and compress the gas to the station fuel system. The compressors at these facilities are newly installed units which have operating conditions that permit the packing recovery system to be implemented. Northern uses advanced technology, such as LiDAR (light detection and ranging) optimal Gas Imaging (OGI), and a HiFlow Sampler™ technology, to identify the source of fugitive leaks. Northern then

assigns a priority to leaks in order to respond to the sources with the greatest level of fugitive gas.

In 2016, Northern entered into a partnership agreement to participate in the Environmental Protection Agency's voluntary Natural Gas STAR Methane Challenge Program as a founding partner. In doing so, Northern committed to maximize blow-down gas recovery and/or emission reductions through identified best practices and new technology. Northern reduced methane emissions from non-emergency blow downs by at least 50% from total potential emissions beginning in 2017.

On September 15, 2016, Northern submitted the Methane Challenge Program Implementation Plan to the Environmental Protection Agency, which outlined how Northern will meet this commitment. In 2018, Northern reported that the commitment had been achieved in the first full year of participation and methane emissions from non-emergency blow downs were reduced by 76.7% in 2017. In 2019, Northern reported methane emissions from non-emergency blow downs were reduced by 67.8% in 2018. In 2020, Northern reported methane emissions from non-emergency blow downs were reduced by 76.7% in 2019. In 2021, Northern reported methane emissions from non-emergency blow downs were reduced by 72.5% in 2020. In 2022, Northern reported methane emissions from non-emergency blow downs were reduced by 67.3% in 2021. In 2023, Northern reported methane emissions from non-emergency blow downs were reduced by 87.8% in 2022.

In August 2018, BHE Pipeline Group²¹ became a member of ONE Future, a national industry group committed to reducing methane emissions by sharing best practices and new technologies. In 2017, Northern began reporting a methane emissions rate based on the One Future Methane Emissions Estimation Protocol, August 2016, to inform shareholders of the strides Northern has made in reducing methane emissions compared to the transmission and storage sector. In 2018, 2019, 2020, 2021 and 2022, Northern achieved a methane emissions rate of 0.079%, 0.060%, 0.065%, 0.078% and 0.044% respectively, which is an improvement over the 2016 methane emissions rate of 0.090%. Northern achieved a rate of 0.051% for 2023. The transmission and storage industry average is 0.26%.

X. PUBLIC CONVENIENCE AND NECESSITY

The Certificate Policy Statement²² explained that the Commission, in deciding whether to authorize the construction of major new pipeline facilities, balances the public benefits against the potential adverse consequences. Under its policy, the Commission's threshold requirement for approval of new projects is that the applicant must be prepared to financially support the project without relying on subsidization from its existing customers. The next step is to determine whether the applicant has made efforts to eliminate or minimize any adverse effects the project might have on the applicant's

²¹ BHE Pipeline Group consists of the interstate natural gas pipelines owned by Berkshire Hathaway Energy. BHE Pipeline Group's pipelines include Northern Natural Gas, Kern River Gas Transmission, and BHE Gas, Transmission and Storage (BHE GT&S).

²² Certification of New Interstate Natural Gas Facilities (Certificate Policy Statement) 88 FERC ¶ 61,227 (1999), *order clarifying statement of policy*, 90 FERC ¶ 61,128 (2000), *Order further clarifying statement of policy*, 92 FERC ¶ 61,094 (2000).

existing customers, existing pipelines in the market and their captive customers, and landowners and communities affected by the route of the new pipelines. If residual adverse effects on these interest groups are identified after efforts have been made to minimize them, the Commission will evaluate the project by balancing the evidence of public benefits to be achieved against the residual adverse effects. This is essentially an economic test. Only when the benefits outweigh the adverse effects on economic interests will the Commission proceed to complete the environmental analysis, where other interests are considered.

The Northern Lights project is a multi-year commitment to expand Northern's Market Area capacity at least every two years through 2026 in response to customers' future growth requirements. As illustrated in Exhibit N, the incremental cost of service exceeds the incremental revenues for the first year of in-service (2025) by \$1,971,000 and by \$1,674,000 in 2026. The incremental revenues exceed the incremental cost of service by \$1,113,000 in 2027; \$1,376,000 in 2028; and \$1,624 in 2029. When the annual project revenues do not exceed the annual cost of service, it is the Commission's policy to require applicant pipeline to be prepared to financially support the project without relying on subsidization from its existing customers.²³ The Commission can protect Northern's existing shippers from subsidizing the proposed NL2025 Project by not making a predetermination that Northern may roll the cost of the expansion into its system rates in a future rate case.²⁴ As discussed in Section VI, in Northern's next general rate case, Northern will show that the NL2025 Project qualifies for rolled-in rate treatment or, as may

²³ *Millennium Pipeline Co., L.L.C.*, 161 FERC ¶ 61,229, at P 14 (2017).

²⁴ *Northern Natural Gas*, 166 FERC ¶ 61,136, at P 17 (2019).

be necessary at the time of the next rate case, may credit its overall cost of service by the revenue shortfall amount existing at that time for this project to ensure existing customers do not subsidize this project. Therefore, the Certificate Policy Statement's threshold requirement of no-subsidy is satisfied.

In addition, there will be no adverse impacts on existing customers and other pipelines or their captive customers. The proposed project will not degrade any existing service on Northern's system. Further, the project is not intended to replace existing transportation service on other pipelines.

Northern has taken steps to minimize impacts on landowners, communities, and the environment that might be affected by the project. Northern conducted open houses to engage members of an identified EJ block group near the Tomah branch line loop extension.

The proposed facilities will be operated in an integrated manner with Northern's existing facilities, thereby providing additional pipeline reliability and flexibility for Northern's existing customers. In addition, Northern planned the project to utilize existing rights of way to the extent possible. The use of existing land rights minimizes the number of new landowners affected by construction and the ongoing operation of the proposed facilities, and minimizes the need to clear and maintain additional pipeline right of way, alleviating any adverse effects the proposed project might have on landowners and communities.

Further, with the exception of modifications described in Resource Report 1, construction activities will be conducted in accordance with the May 2013 version of FERC's Plan and Procedures. The predominant land use impacted by the proposed

project is agricultural land. Northern will utilize its AIMP, which was developed in coordination with the Minnesota Department of Agriculture to minimize impacts on agricultural land. HDDs will be used to install segments of the pipelines to minimize impacts to roads, wetland areas, and waterbodies.

Finally, the Statement of Policy provides that a pipeline should indicate whether the need to construct additional facilities can be mitigated by measures such as capacity reallocation or released capacity. Northern received no requests in the open season to turn back or realign capacity. Northern has executed binding commitments supporting additional winter peak day firm transportation entitlement of 46,064 Dth/day.

Based upon the benefits the NL2025 project will provide and the minimal adverse effects on existing customers, other pipelines and their captive customers, landowners and surrounding communities, and the environment described herein, Northern's proposal is clearly required and permitted by the public convenience and necessity.

XI. Authorization Requested

Northern herein respectfully requests approval to construct and operate: (1) a 3.00-mile extension of its 36-inch-diameter Lake Mills to Albert Lea E line; (2) a 2.43-mile extension of its 30-inch-diameter Elk River 3rd branch line; (3) a non-contiguous 1.91-mile extension of its 30-inch-diameter Farmington to Hugo C-line; (4) a 1.28-mile extension of its 8-inch-diameter Tomah branch line loop; (5) minor modifications to its existing La Crescent compressor station; and (6) aboveground facilities including a launcher, receiver and tie-in valve settings. Northern also requests approval to abandon and remove approximately 275 feet of its existing 30-inch diameter Elk River 3rd branch

line. All Project components are located in various counties in Minnesota and Wisconsin. Northern requests the Commission issue an order granting approval for the proposed project as expeditiously as possible, but no later than December 19, 2024, in order to commence construction activities, including the clearing of trees, as soon as practical to ensure an in-service date of November 1, 2025.

XII.
Certification

Northern is willing and able to do the acts and perform the services for which application is herein made, and in so doing, to conform to the provisions of the NGA and the Regulations promulgated thereunder.

Pursuant to the provisions of the Natural Gas Pipeline Safety Act of 1968, Northern certifies that the facilities proposed herein will be designed, constructed, removed, inspected, tested, operated, and maintained in accordance with the requirements of Title 49, Part 192, Code of Federal Regulations, or any superseding state or federal safety code applicable to gas transmission pipelines.

XIII.
Description of Exhibits

This is an abbreviated application pursuant to Section 157 of the Regulations of the Commission. For convenience purposes, Northern has addressed each of the exhibits required under Section 157.14 of said Regulations. These exhibits are attached, incorporated by reference, or omitted for the reasons indicated.

NOTICE

NOTICE OF APPLICATION.

Submitted herewith.

EXHIBIT A

ARTICLES OF INCORPORATION AND BYLAWS

Omitted. This information is filed at Docket No. CP91-1680-000 as Exhibit A and incorporated herein for all purposes.

EXHIBIT B

STATE AUTHORIZATIONS

Omitted. This information is filed at Docket No. CP91-1680-000 as Exhibit B and incorporated herein for all purposes.

EXHIBIT C

COMPANY OFFICIALS

Omitted. Information regarding Northern's company officials can be viewed on the following web site:

<http://www.northernnaturalgas.com/aboutus/Pages/ManagementTeam.aspx>

EXHIBIT D

SUBSIDIARIES AND AFFILIATIONS

Omitted. Northern does not directly or indirectly own, control, or hold with power to vote 10 percent or more of the outstanding voting securities of any other person or organized group of persons engaged in the production, transportation, distribution, or sale of natural gas or of any person or organized group of persons engaged in the construction or financing of such enterprises or operations.

EXHIBIT E

OTHER PENDING APPLICATIONS AND FILINGS

Omitted. Northern is not aware of any pending applications on file with the Commission which affect the instant application.

EXHIBIT F

LOCATION OF FACILITIES

Submitted herewith.

EXHIBIT F-I

ENVIRONMENTAL REPORT

Submitted herewith.

EXHIBIT G **FLOW DIAGRAMS SHOWING DAILY DESIGN CAPACITY**

Submitted herewith in Volume III.

EXHIBIT G-I **FLOW DIAGRAMS SHOWING MAXIMUM CAPABILITIES**

Submitted herewith in Volume III.

EXHIBIT G-II **FLOW DIAGRAMS DATA**

Submitted herewith in Volume III.

EXHIBIT H **GAS SUPPLY**

Omitted. Northern understands that participating shippers will either acquire gas supplies or have ongoing negotiations for the acquisition of gas supplies related to this Project.

EXHIBIT I **MARKET DATA**

Submitted herewith are election forms under long-term contracts and precedent agreements for shippers which participated in the open season. In addition, the Xcel agreements are on file with the Commission in Docket No. RP06-302-000, et al. and the CenterPoint agreements are on file with the Commission in Docket No. RP18-1035-000, et al.

Also included are the NL 2025 questionnaires for participating customers supporting the need for the project.

EXHIBIT J **FEDERAL AUTHORIZATIONS**

Submitted herewith.

EXHIBIT K **COST OF FACILITIES**

Submitted herewith.

EXHIBIT L **FINANCING**

Omitted. The proposed construction will be financed with internally generated funds.

EXHIBIT M CONSTRUCTION, OPERATION AND MANAGEMENT

Omitted. Northern and/or independent contractors will accomplish the proposed construction. Employees of Northern will carry out operation and maintenance activities during the ordinary course of business.

EXHIBIT N REVENUES, EXPENSES AND INCOME

Submitted herewith. Exhibit N includes the analysis of the proposed NL2025 project.

EXHIBIT O DEPRECIATION AND DEPLETION

Omitted. Northern will depreciate the facilities at the rate in effect, from time to time, as approved by the Commission.

EXHIBIT P TARIFF

Submitted herewith. The rates agreed to in the expansion contracts are in accordance with Northern's currently approved tariff. The rate impacts are based on the rates in the settlement in Docket No. RP22-1033.

EXHIBIT Y ACCOUNTING ENTRIES

Submitted herewith.

EXHIBIT Z LIST OF NORTHERN LIGHTS PROJECT PREVIOUSLY FILED WITH COMMISSION

Submitted herewith.

EXHIBIT Z-1 Fuel Study

Submitted herewith.

XIV.
Conclusion

WHEREFORE, Northern herein respectfully requests that the Commission issue, pursuant to Section 7 of the NGA, a certificate of public convenience and necessity to construct, remove and operate certain pipeline facilities, with appurtenances, in order to expand the capacity of Northern's facilities in its Market Area, as set forth herein and that the Commission grant approval for the proposed facilities as expeditiously as possible, but no later than December 19, 2024. Northern also requests approval to abandon by removal approximately 275 feet of its existing 30-inch diameter Elk River 3rd branch line.

Northern further requests that the intermediate decision procedure be omitted and that this application be disposed of pursuant to Rules 801 and 802 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.801 and 385.802) providing shortened procedures for non-contested proceedings. If the Commission grants such request, Northern waives oral hearing and opportunity for filing exceptions to the decision of the Commission.

Respectfully submitted,
NORTHERN NATURAL GAS COMPANY

/signed/ Donna Martens

Donna Martens, Senior Regulatory Analyst

NOTICE OF APPLICATION

In addition to publishing the full text of this document in the Federal Register, the Commission provides all interested persons an opportunity to view and/or print the contents of this document via the internet through the Commission's Home Page (<http://ferc.gov>) using the "eLibrary" link. Enter the docket number excluding the last three digits in the docket number field to access the document. At this time, the Commission has suspended access to the Commission's Public Reference Room. For assistance, contact the Federal Energy Regulatory Commission at FERCOnlineSupport@ferc.gov or call toll-free, (886) 208-3676 or TYY, (202) 502-8659.

Any questions regarding the proposed project may be directed to Donna Martens, Senior Regulatory Analyst, Northern Natural Gas Company, P.O. Box 3330, Omaha, Nebraska 68103, by telephone at (402) 398-7138 or by email at donna.martens@nngco.com.

Pursuant to section 157.9 of the Commission's Rules of Practice and Procedure,¹ within 90 days of this Notice the Commission staff will either: complete its environmental review and place it into the Commission's public record (eLibrary) for this proceeding; or issue a Notice of Schedule for Environmental Review. If a

¹ 18 C.F.R. (Code of Federal Regulations) §157.9.

Notice of Schedule for Environmental Review is issued, it will indicate, among other milestones, the anticipated date for the Commission staff's issuance of the final environmental impact statement (FEIS) or environmental assessment (EA) for this proposal. The filing of an EA in the Commission's public record for this proceeding or the issuance of a Notice of Schedule for Environmental Review will serve to notify federal and state agencies of the timing for the completion of all necessary reviews, and the subsequent need to complete all federal authorizations within 90 days of the date of issuance of the Commission staff's FEIS or EA.

PUBLIC PARTICIPATION

There are three ways to become involved in the Commission's review of this project: you can file comments on the project, you can protest the filing, and you can file a motion to intervene in the proceeding. There is no fee or cost for filing comments or intervening. The deadline for filing a motion to intervene is 5:00 p.m. Eastern Time on **XXXXXXXX XX, 2024**. How to file protests, motions to intervene, and comments is explained below.

The Commission's Office of Public Participation (OPP) supports meaningful public engagement and participation in Commission proceedings. OPP can help members of the public, including landowners, environmental justice communities,

Tribal members and others, access publicly available information and navigate Commission processes. For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, the public is encouraged to contact OPP at (202) 502-6595 or OPP@ferc.gov.

Comments

Any person wishing to comment on the project may do so. Comments may include statements of support or objections, to the project as a whole or specific aspects of the project. The more specific your comments, the more useful they will be.

Protests

Pursuant to sections 157.10(a)(4)² and 385.211³ of the Commission's regulations under the NGA, any person⁴ may file a protest to the application. Protests must comply with the requirements specified in section 385.2001⁵ of the Commission's regulations. A protest may also serve as a motion to intervene so long as the protestor states it also seeks to be an intervenor.

² 18 CFR 157.10(a)(4).

³ 18 CFR 385.211.

⁴ Persons include individuals, organizations, businesses, municipalities, and other entities. 18 CFR 385.102(d).

⁵ 18 CFR 385.2001.

To ensure that your comments or protests are timely and properly recorded, please submit your comments on or before **XXXXXXXXXX XX, 2024**.

There are three methods you can use to submit your comments or protests to the Commission. In all instances, please reference the Project docket number **CP24-xxx-000** in your submission.

- (1) You may file your comments electronically by using the [eComment](#) feature, which is located on the Commission's website at www.ferc.gov under the link to [Documents and Filings](#). Using eComment is an easy method for interested persons to submit brief, text-only comments on a project;
- (2) You may file your comments or protests electronically by using the [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to [Documents and Filings](#). With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; first select "General" and then select "Comment on a Filing;" or

(3) You can file a paper copy of your comments or protests by mailing them to the following address below. Your written comments must reference the Project docket number (**CP24-xxx-000**).

To file via USPS:

Ms. Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

To file via any other courier:

Ms. Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
12225 Wilkins Avenue
Rockville, Maryland 20852

The Commission encourages electronic filing of comments (options 1 and 2 above) and has eFiling staff available to assist you at (202) 502-8258 or FercOnlineSupport@ferc.gov.

Protests and motions to intervene must be served Donna Martens, Senior Regulatory Analyst, Northern Natural Gas Company, 1111 S. 103rd Street, Omaha, Nebraska 68103, or at donna.martens@nngco.com.

Any subsequent submissions by an intervenor must be served on the applicant and all other parties to the proceeding. Contact information for parties can be downloaded from the service list at the eService link on FERC Online. Service can be via email with a link to the document.

All timely, unopposed⁶ motions to intervene are automatically granted by operation of Rule 214(c)(1).⁷ Motions to intervene that are filed after the intervention deadline are untimely, and may be denied. Any late-filed motion to intervene must show good cause for being late and must explain why the time limitation should be waived and provide justification by reference to factors set forth in Rule 214(d) of the Commission's Rules and Regulations.⁸ A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies (paper or electronic) of all documents filed by the applicant and by all other parties.

⁶ The applicant has 15 days from the submittal of a motion to intervene to file a written objection to the intervention.

⁷ 18 C.F.R. § 385.214(c)(1).

⁸ 18 C.F.R. § 385.214(b)(3) and (d).

TRACKING THE PROCEEDING

Throughout the proceeding, additional information about the project will be available from the Commission's Office of External Affairs, at **(866) 208-FERC**, or on the FERC website at www.ferc.gov using the "eLibrary" link as described above. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

In addition, the Commission offers a free service called eSubscription which allows you to keep track of all formal issuances and submittals in specific dockets. This can reduce the amount of time you spend researching proceedings by automatically providing you with notification of these filings, document summaries, and direct links to the documents. For more information and to register, go to www.ferc.gov/docs-filing/esubscription.asp.

Intervention Deadline:

Ms. Debbie-Anne Reese,
Secretary

EXHIBIT F
LOCATION OF FACILITIES

Northern Natural Gas Northern Lights 2025 Expansion Project Overview Exhibit F



**2.43 MILES OF 30-INCH-DIAMETER
ELK RIVER 3RD BRANCH LINE LOOP EXTENSION**

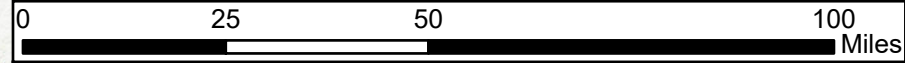
**1.91 MILES OF 30-INCH-DIAMETER
FARMINGTON TO HUGO C-LINE EXTENSION**

**1.28 MILES OF 8-INCH-DIAMETER
TOMAH BRANCH LINE LOOP EXTENSION**

**3.00 MILES OF 36-INCH-DIAMETER
LAKE MILLS TO ALBERT LEA E-LINE EXTENSION**

**MODIFICATIONS TO THE EXISTING
LA CRESCENT COMPRESSOR STATION**

- Modification to Existing Compressor Station
- Existing Compressor Station
- Proposed Pipeline
- Existing Pipeline



This map is and shall remain the property of Northern Natural Gas Company and is provided to you for general informational purposes only. It may not be used, distributed or reproduced for any other purpose without the prior written consent of Northern. This map depicts the approximate location of certain Northern Natural Gas facilities, but should not be used for line locating purposes. Please call the state one-call toll free number to arrange for the marking of underground facilities at no charge. In case of a natural gas emergency involving Northern's facilities, dial 911 and Northern's Operations Communication Center at 888-367-6671.

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



Engineering_Construction0845_Northern_Lights_2025_Expansion_Exhibit_F (J.Gorham 12/13/2025)

EXHIBIT F-1
ENVIRONMENTAL RESOURCE REPORTS
See Separate Volume

**EXHIBIT G, G-1 AND G-II
FLOW DIAGRAMS**

See Volume III (CEII)

EXHIBIT I
MARKET DATA

Northern States Power Company - Minnesota

Contract: TFX 112185

Cedar/Rosemount/Lake Elmo Option

Two Year Growth Beginning November 1, 2025 for a Term through October 31, 2027

Pursuant to paragraph 6a(i) of the Agreement (TFX 112185), the following will serve as written notice of Northern States Power Company - Minnesota's election to purchase incremental capacity at the receipt and delivery points set forth below

		2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
POI	Primary Delivery Point	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
1238	St. Paul #1P (Rosemount)	See Notes	See Notes		0		0	0	0
2788	St. Paul #1Q (Cedar)	See Notes	See Notes	6667	6667		0	6667	6667
4123	St. Paul #1R (Lake Elmo #1B)	See Notes	See Notes	3333	3333		0	3333	3333
4125	St. Paul #1T (Lake Elmo #1A)	See Notes	See Notes		0		0	0	0
	New TBS	See Notes	See Notes		0		0	0	0
	Total Delivery MDQ	10,000	10,000	10000	10000	0	0	10000	10000
Primary Receipt Point									
192	NBPL/NNG Ventura	10,000	10,000	10000	10000	0	0	10000	10000

Notes: The Growth Volume may be elected as indicated above
 Elected winter entitlement and summer entitlement must be equal.
 Total election cannot exceed 10,000 Dth/day for the two year period.
 Total Cedar/Rosemount delivery point election cannot exceed 6,667 Dth/day for the two year period.
 Total Lake Elmo delivery point election cannot exceed 3,333 Dth/day for the two year period.
 Consistent with the Expansion Options notice provisions in Contract 112185, the elections submitted herein may be amended by submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024.
 Enter election amounts in the shaded areas. The 2026 election is an the incremental election, relative to the 2025 election.

Notwithstanding this early notice, it is agreed that Shipper has not waived or modified any of its rights under Contract 112185 or any other contract, including, without limitation, with respect to any future option under Contract 112185, and the elections submitted herein may be withdrawn, revised or amended by Shipper submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024. If the election is withdrawn or reduced to 0 Dths within the allowed notice time, the election option for this two year Expansion Option will be deemed not to have occurred.

Shipper retains the right to cancel this election after the May 1, 2024 notification date described above. However Shipper must reimburse Northern for all of its related construction costs incurred to the date of cancellation, including deactivation costs incurred after the date of cancellation; if the cancellation occurs after May 1, 2024.

Submitted By: _____

Print Name: John Welch
 VP Commercial Operations
 Authorized Signatory for Northern States Power
 Company, a Minnesota corporation

Date: _____

Northern States Power Company - Minnesota

Contract: TFX 122067

St. Cloud Option

Two Year Growth Beginning November 1, 2025 for a Term through October 31, 2027

Pursuant to paragraph 6a(ii) of the Agreement (TFX 112185), the following will serve as written notice of Northern States Power Company Minnesota's election to purchase incremental capacity at the receipt and delivery points set forth below

POI	Primary Delivery Point	2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
		Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
2787	St. Cloud #1	4,675	4,675	4675	4675		0	4675	4675
4127	Sartell #1	1,378	1,378	1378	1378		0	1378	1378
18286	Becker #1	1,116	1,116	1116	1116		0	1116	1116
	New TBS				0		0	0	0
	Total Delivery MDQ	7,169	7,169	7169	7169	0	0	7169	7169
	Primary Receipt Point								
196	Viking/NNG Chisago Isanti	7,169	7,169	7169	7169	0	0	7169	7169

Notes: The Growth Volume may be elected as indicated above
 Elected winter entitlement and summer entitlement must be equal
 Total St. Cloud #1 election cannot exceed 10% of the current entitlement for the two year period
 Total Sartell #1 election cannot exceed 10% of the current entitlement for the two year period
 Total Becker #1 election cannot exceed 10% of the current entitlement for the two year period
 Consistent with the Expansion Options notice provisions in Contract 112185, the elections submitted herein may be amended by submitting to Northern supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024.
 Enter election amounts in the shaded areas. The 2026 election is an incremental election, relative to the 2025 election

Notwithstanding this early notice, it is agreed that Shipper has not waived or modified any of its rights under Contract 112185 or any other contract, including without limitation, with respect to any future option under Contract 112185, and the elections submitted herein may be withdrawn, revised or amended by Shipper submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024. If the election is withdrawn or reduced to 0 Dth within the allowed notice time, the election option for this two year Expansion Option will be deemed not to have occurred

Shipper retains the right to cancel this election after the May 1, 2024 notification date described above. However Shipper must reimburse Northern for all of its related construction costs incurred to the date of cancellation, including deactivation costs incurred after the date of cancellation; if the cancellation occurs after May 1, 2024.

Submitted By: _____

Print Name: John Welch
 VP Commercial Operations
 Authorized Signatory for Northern States Power Company, a Minnesota corporation

Date: _____

Nothern States Power Company - Minnesota

Hugo Option

Two Year Growth Beginning November 1, 2025 for a Term through October 31, 2027

Contract: TFX 112185

Pursuant to paragraph 6a(iii) of the Agreement (TFX 112185), the following will serve as written notice of Northern States Power Company - Minnesota's election to purchase incremental capacity at the receipt and delivery points set forth below

POI	Primary Delivery Point	2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
		Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
4114	Forest Lake #1	618	618	618	618	0	0	618	618
4115	Forest Lake #1A	405	405	405	405	0	0	405	405
4116	Forest Lake #1B	452	452	452	452	0	0	452	452
4128	Stacy #1	138	138	138	138	0	0	138	138
58742	Hugo #1A	7,391	7,391		0	0	0	0	0
	New TBS				0	0	0	0	0
	Total Delivery MDQ	9,004	9,004	1613	1613	0	0	1613	1613
	Primary Receipt Point								
196	Viking/NNG Chisago Isanti	9,004	9,004	1613	1613	0	0	1613	1613

Notes: The Growth Volume may be elected as indicated above
 Elected winter entitlement and summer entitlement must be equal.
 Total Forest Lake #1 election cannot exceed 10% of the current entitlement for the two year period.
 Total Forest Lake #1A election cannot exceed 10% of the current entitlement for the two year period.
 Total Forest Lake #1B election cannot exceed 10% of the current entitlement for the two year period.
 Total Stacy #1 election cannot exceed 10% of the current entitlement for the two year period.
 Total Hugo #1A election cannot exceed 10% of the current entitlement for the two year period.
 Consistent with the Expansion Options notice provisions in Contract 112185, the elections submitted herein may be amended by submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024.
 Enter election amounts in the shaded areas. The 2026 election is an incremental election, relative to the 2025 election.

Notwithstanding this early notice, it is agreed that Shipper has not waived or modified any of its rights under Contract 112185 or any other contract, including, without limitation, with respect to any future option under Contract 112185, and the elections submitted herein may be withdrawn, revised or amended by Shipper submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024. If the election is withdrawn or reduced to 0 Dths within the allowed notice time, the election option for this two year Expansion Option will be deemed not to have occurred.

Shipper retains the right to cancel this election after the May 1, 2024 notification date described above. However Shipper must reimburse Nothern for all of its related construction costs incurred to the date of cancellation, including deactivation costs incurred after the date of cancellation; if the cancellation occurs after May 1, 2024.

Submitted By: _____

Print Name: John Welch
 VP Commercial Operations
 Authorized Signatory for Northern States Power
 Company, a Minnesota corporation

Date:

Northern States Power Company - Minnesota
Cost of Service Growth Option
Growth Beginning November 1, 2025 for a 10 Year Term

Contract: TFX _____

Pursuant to paragraph 6.a.(iv) of the Agreement (TFX 112185), the following will serve as written notice of Northern States Power Company - Minnesota's election to purchase incremental capacity at the receipt and delivery points set forth below

POI	Primary Delivery Point	2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
		Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
61175	Brainerd Lakes TBS #2			4094	4094		0	4094	4094
78439	Blue Lake			747	747		0	747	747
4057	Watertown #1			410	410		0	410	410
					0		0	0	0
					0		0	0	0
		16,000	16,000	5251	5251	0	0	5251	5251

	Primary Receipt Point	2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
		Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
192	NBPL/NNG Ventura			1157	1157		0	1157	1157
196	Viking Chisago/Isanti			4094	4094		0	4094	4094
388	GRLKS/NNG Carlton				0		0	0	0
1665	NBPL/NNG Welcome				0		0	0	0
16667	Viking/NNG Pierz Inter				0		0	0	0
	Total	16,000	16,000	5251	5251	0	0	5251	5251

Notes: The Growth Volume may be elected as indicated above
Elections made pursuant to Contract No. 112185 paragraph 6.a.(iv)
Elected winter entitlement and summer entitlement must be equal.
Total election cannot exceed 16,000 Dth/day for the two year period.
The term for all growth elections is 10 years.
Consistent with the Expansion Options notice provisions in Contract 112185, the elections submitted herein may be amended by submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024.
Enter election amounts in the shaded areas. The 2022 election is an the incremental election, relative to the 2021 election.

Notwithstanding this early notice, it is agreed that Shipper has not waived or modified any of its rights under Contract 112185 or any other contract, including, without limitation, with respect to any future option under Contract 112185, and the elections submitted herein may be withdrawn, revised or amended by Shipper submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024. If the election is withdrawn or reduced to 0 Dths within the allowed notice time, the election option for this Expansion Option will be deemed not to have occurred.

Shipper retains the right to cancel this election after the May 1, 2024 notification date described above. However Shipper must reimburse Northern for all of its related construction costs incurred to the date of cancellation, including deactivation costs incurred after the date of cancellation; if the cancellation occurs after May 1, 2024.

Submitted By: _____

Print Name: John Welch
VP Commercial Operations
Authorized Signatory for Northern States Power Company, a Minnesota corporation

Date: _____

**Northern States Power Company - Wisconsin
 Cost of Service Growth Option
 Growth Beginning November 1, 2025 for a 10 Year Term**

Contract: TFX _____

Pursuant to paragraph 6.a.(iv) of the Agreement (TFX 112185), the following will serve as written notice of Northern States Power Company - Minnesota's election to purchase incremental capacity at the receipt and delivery points set forth below

POI	Primary Delivery Point	2-year Growth Option Maximum Election		November 1, 2025 Election		November 1, 2026 Election		Total Election	
		Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ
3521	La Crosse #1A			1588	1588		0	1588	1588
					0		0	0	0
					0		0	0	0
					0		0	0	0
					0		0	0	0
		16,000	16,000	1588	1588	0	0	1588	1588

Primary Receipt Point									
192	NBPL/NNG Ventura			1588	1588		0	1588	1588
196	Viking Chisago/Isanti				0		0	0	0
388	GRLKS/NNG Carlton				0		0	0	0
1665	NBPL/NNG Welcome				0		0	0	0
16667	Viking/NNG Pierz Inter				0		0	0	0
	Total	16,000	16,000	1588	1588	0	0	1588	1588

Notes: The Growth Volume may be elected as indicated above
 Elections made pursuant to Contract No. 112185 paragraph 6.a.(iv)
 Elected winter entitlement and summer entitlement must be equal.
 Total election cannot exceed 16,000 Dth/day for the two year period.
 The term for all growth elections is 10 years.
 Consistent with the Expansion Options notice provisions in Contract 112185, the elections submitted herein may be amended by submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024.
 Enter election amounts in the shaded areas. The 2022 election is an the incremental election, relative to the 2021 election.

Notwithstanding this early notice, it is agreed that Shipper has not waived or modified any of its rights under Contract 112185 or any other contract, including, without limitation, with respect to any future option under Contract 112185, and the elections submitted herein may be withdrawn, revised or amended by Shipper submitting to Northern a supplemental 2025 - 2026 Growth Election Form prior to May 1, 2024. If the election is withdrawn or reduced to 0 Dths within the allowed notice time, the election option for this Expansion Option will be deemed not to have occurred.

Shipper retains the right to cancel this election after the May 1, 2024 notification date described above. However Shipper must reimburse Northern for all of its related construction costs incurred to the date of cancellation, including deactivation costs incurred after the date of cancellation; if the cancellation occurs after May 1, 2024.

Submitted By: _____

Print Name: John Welch
 VP Commercial Operations
 Authorized Signatory for Northern States Power
 Company, a Wisconsin corporation

Date: _____

POI	Rate	Primary Delivery Point	Current Volumes - As of 11/01/25			Incremental Election		Total Volumes w/ Incremental - As of 11/01/25		
			Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ
1375	AAT	WASECA MN #1A	0	0	0			0	0	0
1383	AAT	WATERVILLE MN #1	0	0	0			0	0	0
3173	AAT	WATKINS MN #1	576	346	346			576	346	346
1387	AAT	WILLMAR MN #1	1,278	767	767			1,278	767	767
1392	AAT	WINNETON MN #1	277	166	166			277	166	166
3592	AAT	WINN-DIXIE MN #1	22,000	13,200	13,200			22,000	13,200	13,200
7990	ASD	CREDIT RIVERS MN #1	0	0	0			0	0	0
TOTAL DELIVERY MDQ			1,227,290	736,374	736,374	15,000	9,000	1,242,290	745,374	745,374

POI	Rate	Primary Delivery Point	Current Volumes - As of 11/01/25			Incremental Election		Total Volumes w/ Incremental - As of 11/01/25		
			Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ
522		CENTERPOINT/ NNG WATERVILLE WITHDRAWAL	56,000	0	0	5,000	0	55,000	0	0
388		GRACE/ NNG CARLTON	81,202	9,288	9,288	0	0	81,202	9,288	9,288
60229		NBPL/ NNG GRUNDY CENTER	2,136	0	0	0	0	2,136	0	0
204		NBPL/ NNG MARSHALL	3,489	660	660	0	0	3,489	660	660
192		NBPL/ NNG VENTURA	375,599	381,075	381,075	15,000	9,000	385,599	390,075	390,075
1665		NBPL/ NNG WELCOME	38,305	25,014	25,014	0	0	38,305	25,014	25,014
197		NGPL/ NNG GLENWOOD	100,000	50,000	50,000	0	0	100,000	50,000	50,000
37654		NNG FLD/ NNG DE MARCATION-168	299,699	206,747	206,747	0	0	299,699	206,747	206,747
1318		TBN/ NNG BEATRICE	50,000	50,000	50,000	0	0	50,000	50,000	50,000
196		VIKING CHISAGO/ SANTI	0	0	0	0	0	0	0	0
61667		VIKING/ NNG PIERZ INTER	26,815	13,580	13,580	0	0	26,815	13,580	13,580
62981		VIKING/ NNG POLK	0	0	0	0	0	0	0	0
TOTAL RECEIPT MDQ			1,227,290	736,374	736,374	15,000	9,000	1,242,290	745,374	745,374

POI	Rate	Primary Delivery Point	Current Volumes - As of 11/01/25			Incremental Election		Total Volumes w/ Incremental - As of 11/01/25		
			Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ
3137		ANOKA MN #1A	0	0	0	0	0	0	0	0
3140		BLAINE MN #1A	0	0	0	0	0	0	0	0
78860		CORCORAN MN #1	0	0	0	0	0	0	0	0
22020		HAM LAKE MN #1	0	0	0	0	0	0	0	0
1463		MINNEAPOLIS MN #1A	0	0	0	0	0	0	0	0
79587		MONTGOMERY MN #1-S	0	0	0	0	0	0	0	0
79308		NEW PRAGUE MN #1-S	0	0	0	0	0	0	0	0
12935		ST. MICHAEL MN #1A	0	0	0	0	0	0	0	0
1243		ARLINGTON MN #1	0	0	0	0	0	0	0	0
22017		AVON - ST. JOHN MN #1	0	0	0	0	0	0	0	0
1248		BELLE PLAINE MN #1	0	0	0	0	0	0	0	0
79531		BULL EARTH MN #1-S	0	0	0	0	0	0	0	0
1287		GLENCOE MN #1	0	0	0	0	0	0	0	0
1466		OLVIA MN #1	0	0	0	0	0	0	0	0
1472		PAYNESVILLE MN #1	0	0	0	0	0	0	0	0
1471		RICKFORD MN #1	0	0	0	0	0	0	0	0
79333		ST. JAMES MN #1-S	0	0	0	0	0	0	0	0
TOTAL DELIVERY MDQ			0	0	0	0	0	0	0	0

POI	Rate	Primary Receipt Point(s)	Current Volumes - As of 11/01/25			Incremental Election		Total Volumes w/ Incremental - As of 11/01/25		
			Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ	Nov-Mar MDQ	Apr-Oct MDQ	Nov-Mar MDQ	Apr-Oct MDQ	May-Sept MDQ
522		CENTERPOINT/ NNG WATERVILLE WITHDRAWAL	0	0	0	0	0	0	0	0
388		GRACE/ NNG CARLTON	0	0	0	0	0	0	0	0
60229		NBPL/ NNG GRUNDY CENTER	0	0	0	0	0	0	0	0
204		NBPL/ NNG MARSHALL	0	0	0	0	0	0	0	0
192		NBPL/ NNG VENTURA	0	0	0	0	0	0	0	0
1665		NBPL/ NNG WELCOME	0	0	0	0	0	0	0	0
197		NGPL/ NNG GLENWOOD	0	0	0	0	0	0	0	0
37654		NNG FLD/ NNG DE MARCATION-168	0	0	0	0	0	0	0	0
1318		TBN/ NNG BEATRICE	0	0	0	0	0	0	0	0
196		VIKING CHISAGO/ SANTI	0	0	0	0	0	0	0	0
61667		VIKING/ NNG PIERZ INTER	0	0	0	0	0	0	0	0
62981		VIKING/ NNG POLK	0	0	0	0	0	0	0	0
TOTAL RECEIPT MDQ			0	0	0	0	0	0	0	0

Submitted by: 9/11/2023 @ 1:58pm Email from Kristal Dipuccio

Print Name: _____

Date¹⁾: _____

²⁾ Written notice of the growth election is due to Northern 24 months prior to the November 1st in-service date

³⁾ Subject to Northern approval, Shipper may reduce elected Growth MDQ at least 18 months prior to the November 1 start date (May 1st). Northern has 30 days to respond.

¹⁾ Up to 50,000 Dth/day growth for the Nov-Mar months

²⁾ At least 50% of the Nov-Mar MDQ in the Apr-Oct months

³⁾ Growth MDQ at individual delivery points is limited to the greater of 5,000 Dth/day or 10% of the existing MDQ at the point

- Growth MDQ at Discounted Points will be charged the applicable Discounted Rates.
- Growth MDQ elected at all other points will be charged at Max TFX Tariff rates.
- If the Discounted Rates and Max TFX Tariff rates do not support the return of investment for the Actual Costs associated with the Growth MDQ and a 9.4% after-tax return on the investment for the Actual Costs associated with the Growth MDQ over a 10-year period, the portion of the Actual Costs not supported by the applicable rates will be reimbursed to Northern through a CIAC -OR- the Growth MDQ may be placed on a separate TFX agreement with a negotiated rate based on the capital recovery calculation provided in Paragraph 3.6.ii on contract #134029, Amendment 1.

Per the Agreement, CenterPoint may elect any receipt point in Northern's Market Area to any existing delivery point in Shipper's Zone EF, subject to the "1)", "2)", and "3)" guidelines. However, per the Open Season for Northern Lights 2021 - Ventura North posting, the Receipt Points are restricted to NBPL/ NNG VENTURA, NBPL/ NNG MARSHALL, NBPL/ NNG WELCOME, GRACE/ NNG CARLTON, VIKING CHISAGO/ SANTI, VIKING/ NNG POLK or VIKING/ NNG PIERZ.

Comments:

If Northern will not allow for an incremental 15% at MINNETONKA MN #1 (per the Growth Election language in the underlying agreement), please split the 15% with 1% at MINNETONKA MN #1 and 14% at DAYTON MN #1. Volumes at MINNEAPOLIS MN #1Q are to be receipted at CENTERPOINT/ NNG WATERVILLE WITHDRAWAL in the winter and whatever receipt point make sense in the summer. CenterPoint is willing to accept any receipt point besides a NNG/ VIKING receipt point (Pierz, Santi, Polk) for the remaining 45% winter and 30% summer MDQ.

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
WISCONSIN GAS LLC

This agreement ("Precedent Agreement") is made and entered into as of this 29th day of December 2023, by and between Northern Natural Gas Company, a Delaware corporation ("Northern") and Wisconsin Gas LLC, a Wisconsin corporation ("Customer"). Northern and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

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

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

Section 1. Definitions

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

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

- 1.2. "Contract Value" means, as of the determination date, the unpaid reservation charges for the remaining original term of the TSA.
- 1.3. "Customer Facilities" means all natural gas service facilities (including, but not limited to, valves, pressure regulators and odorization equipment) located downstream of the Primary Delivery Point(s) set forth in Table A-1 of Exhibit A.
- 1.4. "Customer's Remaining Obligation" means that portion of the Actual Cost which has not been paid to Northern, as of any determination date, and is equal to (x) multiplied by (y); where (x) equals the Contract Value divided by the total reservation charges for the entire original term of the TSA, and (y) equals the Actual Cost. If Actual Cost is not known at the time the Customer's Remaining Obligation is calculated or determined, Northern, at its sole discretion, may use a good faith estimate of Actual Cost.
- 1.5. "Entitlement" or "MDQ" means the maximum daily quantity of natural gas to be transported under the TSA.
- 1.6. "FERC" means the Federal Energy Regulatory Commission.
- 1.7. "GT&C" means the General Terms and Conditions of Northern's FERC Gas Tariff, as revised from time to time.
- 1.8. "Imaged Documents" means any image or electronically stored copy of any document(s) generated by any Party with respect to this Precedent Agreement, including this Precedent Agreement.
- 1.9. "Maximum Reservation Rate" means the monthly maximum reservation rate set forth in the TFX Rate Schedule of Northern's FERC Gas Tariff.
- 1.10. "Necessary Approval" means an order, approvals, consents or waivers, issued by FERC, any federal, state, local, sovereign, or municipal body, or any other governmental authority that have become final and are no longer subject to rehearing or appeal regarding (i) the construction and operation of the Project, and (ii) this Precedent

Agreement. All Necessary Approvals must be in a form and substance and on a time schedule satisfactory to Northern in its sole determination. Northern, in its sole discretion, may waive a Necessary Approval.

- 1.11. "Negotiated Reservation Rate" means the negotiated rate set forth in Exhibit A.
- 1.12. "Northern's FERC Gas Tariff" means Northern's FERC Gas Tariff, as revised from time to time.
- 1.13. "Open Season" means the notice and opportunity to bid for service associated with the Project.
- 1.14. "Precedent Agreement" means this agreement, including Exhibits A through C, which are incorporated herein.
- 1.15. "Primary Delivery Point(s)" means Northern's Market Area delivery points set forth in Table A-1 of Exhibit A at which Customer requests firm service.
- 1.16. "Primary Receipt Point(s)" means Northern's Market Area receipt points set forth in Table A-1 of Exhibit A at which Customer requests firm service.
- 1.17. "Project" means the activities related to the Open Season and Northern's construction and completion of any facilities that are necessary, as determined in Northern's sole discretion, to provide the service contemplated by this Precedent Agreement.
- 1.18. "Security" means the amount of credit assurance required by Northern pursuant to Exhibit C, provided by Customer and held by or for Northern to secure Customer's obligations to Northern under this Precedent Agreement and/or the TSA.
- 1.19. "True-Up" means the process(es) initiated by Northern at any time during or after completion of the Project, to adjust any amount previously estimated to the Actual Cost, and the Security provided pursuant to Exhibit C.
- 1.20. "TSA" means the firm throughput service agreement, including all exhibits and appendices thereto, to be entered into as required pursuant to this Precedent Agreement.

1.21. "Will" means is required to and imposes an obligation on the appropriate Party.

Section 2. Firm TSA

- 2.1. Northern and Customer will enter into the TSA consistent with Northern's Rate Schedule TFX or any successor firm transportation rate schedule in effect on the date of execution of the TSA, which will be subject to all of the terms and conditions of Northern's FERC Gas Tariff and all rules and regulations of governmental authorities having jurisdiction as well as any Necessary Approvals. The TSA will provide for the transportation of natural gas from the Primary Receipt Point(s) to the Primary Delivery Point(s).
- 2.2. The beginning date and ending date of service under the TSA are set forth in Exhibit A, subject to receipt of Necessary Approvals, acceptance of such approvals by Northern, if necessary, and the completion (as determined in Northern's sole opinion) of the Project facilities necessary to provide firm transportation service to Customer under the TSA. Northern will not be liable for any delays in the anticipated in-service date, due to delays in Necessary Approvals.
- 2.3. The Parties acknowledge that supply chain shortages in materials may adversely impact the planned completion of the Project. Northern will endeavor to use commercially reasonable efforts to timely acquire and install all necessary materials to complete the Project timely. Notwithstanding these efforts, consistent with other provisions of this Precedent Agreement, Northern shall not be held liable should the facilities be placed in-service after the targeted in-service date.
- 2.4. The transportation rates to be paid by Customer to Northern under the TSA are set forth in Exhibit A.
- 2.5. The Entitlement or MDQ is set forth in Exhibit A.
- 2.6. If any customer participating in the Project terminates its participation in the Project, any available quantities may be reallocated to the extent permitted among Customer and the other customers participating in the Project; provided, however, Customer's acceptance of any quantity reallocated will be at the sole discretion of Customer.

- 2.7. Customer will execute the TSA without modification within thirty (30) calendar days of tender by Northern. If Customer fails to execute the TSA without modification within thirty (30) calendar days of tender by Northern, Customer will immediately be in breach of this Precedent Agreement on the date of such failure and will be liable for any and all damages available at law or in equity as a result of that breach, as accelerated to the date of such breach.

Section 3. Construction of Facilities

- 3.1. Northern will use commercially reasonable efforts to secure all Necessary Approvals and, subject to the timely receipt and acceptance of all Necessary Approvals, to construct the Project.
- 3.2. To the extent reasonably requested by Northern, Customer will file in support of any filing made by Northern to secure any Necessary Approval and will timely provide to Northern information and documents requested by Northern to demonstrate the approval sought is in the public convenience and necessity.
- 3.3. Upon Northern's acceptance or waiver of all Necessary Approvals, Northern will commence construction of the Project.

Section 4. Reimbursement for Construction of the Project

- 4.1. Customer will pay Northern for the Actual Cost of the Project by paying the Negotiated Reservation Rate for the service over the term of the TSA.
- 4.2. Notwithstanding anything herein to the contrary, in the event of a default under this Precedent Agreement or the TSA, Customer will pay Northern for Customer's Remaining Obligation in addition to any damages for such default under the TSA, via acceleration or otherwise.
- 4.3. In exchange for the consideration received hereunder, including without limitation the expected revenue from the TSA, Northern is willing to make the capital expenditures for the construction of the Project; provided, however, if the Entitlement under the TSA is, for any reason during the term of the TSA, in whole or in part, (i) reduced (except in the instance of a temporary capacity release), or (ii) realigned away from the Primary Receipt

or Primary Delivery Points, such act is a breach of this Precedent Agreement and Customer will promptly pay to Northern an amount, which is immediately due and owing, equal to the Customer's Remaining Obligation on the date triggering the provisions of this Paragraph 4.3. This Paragraph 4.3 and the reimbursement obligations herein will survive the permanent release of the capacity in the TSA or any assignment thereof and Customer will continue to be obligated for the reimbursement of Customer's Remaining Obligation unless Northern consents to the express release of such obligation.

Section 5. Termination

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

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

Section 6. Creditworthiness and Security

- 6.1. Customer must meet the requirements of Section 46 of the GT&C and the Security requirements of Exhibit C.

- 6.2. In the event of any conflict between the Security requirements of Exhibit C and the Security requirements of Section 46 of the GT&C, the Security requirements of Exhibit C will prevail.

Section 7. Assignment

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

Section 8. Governmental Regulations, Choice of Law, Jurisdiction, and Waiver of Jury Trial

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

UNDER OR IN CONNECTION WITH, THIS PRECEDENT AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 9. Notices

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

(a) If to Customer:

Wisconsin Gas LLC

Attn: Thomas Smith – Manager, Gas Supply

200 East Randolph Street

Chicago, Illinois 60601

Phone No.: (312) 240-7083

Email: thomas.smith1@wecenergygroup.com

(b) If to Northern:

Customer Service and Business Development

1111 So. 103rd St.

Omaha, Nebraska 68124

Phone No.: (402) 398-7094

Fax No.: (402) 398-7117

Email: nngcontracts@nngco.com

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

Section 10. Breach and Consequential Damages

- 10.1 Customer's failure to comply with the terms contained in the TSA, the applicable rate schedule, the GT&C, or the terms of this Precedent Agreement is a breach and constitutes a default under this Precedent Agreement. Upon Customer's default, Customer will be liable for any and all damages hereunder, at law or in equity, as accelerated to the date of such breach, including any such rights that may be exercised pursuant to Northern's FERC Gas Tariff.

- 10.2 NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY HOWSOEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR OTHERWISE.

Section 11. Representation and Warranties of Customer and Northern

Customer hereby warrants and represents to Northern, and Northern hereby warrants and represents to Customer, the following:

- 11.1 Customer and Northern are both duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization/incorporation, and each has full power to execute, deliver and perform this Precedent Agreement.

- 11.2 The execution, delivery and performance of this Precedent Agreement have been and remain duly authorized by all necessary corporate or organizational action and do not contravene any provision of law or of Customer's or Northern's constitutional documents or any contractual restriction binding on Customer or Northern or their respective assets.

- 11.3 All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Precedent Agreement have been obtained by customer and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no

notice to or filing with, any governmental authority is required in connection with Customer's execution, delivery or performance of this Precedent Agreement.

- 11.4 Customer's or Northern's assets, at their respective fair value, exceed Customer's and Northern's, respective liabilities and Customer and Northern have, or will have, sufficient cash and capital to pay their respective liabilities and obligations as they become due.
- 11.5 In consideration for its execution of this Precedent Agreement, Customer and Northern respectively, will receive reasonably equivalent value for the obligations that they are assuming as a result of this Precedent Agreement and/or the TSA.

Section 12. Miscellaneous

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

paragraphs and Exhibit C of this Precedent Agreement will survive until all obligations or responsibilities under this Precedent Agreement and the TSA have been fully satisfied. Exhibit B will survive for the life of the Project.

- 12.5. Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither Party may contest the admissibility of Imaged Documents as evidence in any proceeding.
- 12.6. Each provision of this Precedent Agreement will be considered severable so that if any one provision or clause conflicts with or may not be given full effect because of applicable law, this will not affect any other provisions which can be given effect without the conflicting provision or clause and the conflicting provision or clause will be renegotiated by the Parties in good faith to provide equal economic value to both Parties; provided, however, this Section 12.6 will provide no basis to treat the Precedent Agreement and the TSA as separate, severable agreements or to effect such a severance.
- 12.7. This Precedent Agreement is not intended to create, and will not be construed to create, a legal relationship of partnership or an association for profit between the Parties hereto. The provisions of this Precedent Agreement will not impart rights of enforceability to any person, firm or organization not a Party or not bound as a Party, or not a permitted successor or assignee of a Party bound by this Precedent Agreement.
- 12.8. Any terms not defined herein will have the meanings set forth in Northern's FERC Gas Tariff. Any conflicts between this Precedent Agreement and Northern's FERC Gas Tariff will be resolved in favor of Northern's FERC Gas Tariff, with the exception of the Security requirements of Exhibit C.
- 12.9. This Precedent Agreement together with the TSA and Exhibits hereto and thereto constitute the entire agreement between Northern and Customer pertaining to the subject matter hereof. In the event of a conflict between a provision of this Precedent Agreement and a provision of a prior agreement, representation or understanding of the Parties, oral or written, the provision of this Precedent Agreement will control without invalidating the remaining provisions of such prior agreement, representation or understanding. Except as specifically provided in Section 9, no provision of this Precedent Agreement may be amended or waived unless such amendment or waiver is agreed to in writing by both Parties.

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

NORTHERN NATURAL GAS COMPANY

WISCONSIN GAS LLC

By: Tom Halpin

By: Scott J. Lauber
Scott J. Lauber (Jan 5, 2024 14:05 CST)

Title: VP, Marketing

Title: CEO

Date: 12/29/2023

Date: Jan 5, 2024

jd
jd

KAB
KAB

TS
TS

SRM
SRM

DK
DK

NORTHERN LIGHTS 2025 – VENTURA NORTH
 PRECEDENT AGREEMENT
 BETWEEN
 NORTHERN NATURAL GAS COMPANY
 AND
WISCONSIN GAS LLC

Exhibit A

TSA Terms and Conditions

Rate Schedule: TFX

Contract Term: Beginning 11/01/2025 and ending 10/31/2045, subject to any Necessary Approvals, and acceptance of such approvals by Northern, if necessary, and the completion (as determined in Northern's sole discretion) of the Northern Project facilities necessary to provide firm transportation service to Customer under the TSA. In addition, firm transportation service under the TSA is subject to and contingent upon the completion of the Northern Lights 2023 facilities authorized pursuant to FERC order issued September 25, 2023 in Docket No. CP22-138-000 (184 FERC ¶61,186).

Table A-1: Quantities and Points Bid (provided by Customer)

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Delivery Point POI #</u>	<u>Annual Volume</u> (Dth/day)	<u>Term</u>
NBPL/NNG Ventura (POI 192)	Zone E-F- Wisconsin Gas for delivery to:	3123	4,040	20 years
	Almena WI #1	3949	52	20 years
	Arkansaw WI #1	3952	16	20 years
	Arland WI #1A	3950	33	20 years
	Baldwin WI #1	3954	493	20 years
	Balsam Lake WI #1	3955	160	20 years
	Bangor WI #1	3956	100	20 years
	Blair WI #1	3963	63	20 years
	Bloomer WI #1	3964	215	20 years

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Delivery Point POI #</u>	<u>Annual Volume</u> (Dth/day)	<u>Term</u>
	Bruce WI #1	3968	62	20 years
	Bruce WI #2	3969	2	20 years
	Clayton WI #1	3975	64	20 years
	Cumberland WI #1	3980	190	20 years
	Durand WI #1	3981	88	20 years
	Ellsworth WI #1	3982	161	20 years
	Elmwood WI #1	3983	3	20 years
	Fort McCoy WI #2	60697	24	20 years
	Frederic WI #1	3987	78	20 years
	Grantsburg WI #1	56191	1,278	20 years
	Hager City WI #1	3362	215	20 years
	Luck WI #1	3992	60	20 years
	Milltown WI #1	3993	52	20 years
	New Auburn WI #1	3999	37	20 years
	Osseo WI #1	4002	193	20 years
	Pigeon Falls WI #1	4003	37	20 years
	Plum City WI #1	4004	51	20 years
	Star Prairie WI #1	4019	115	20 years
	Turtle Lake WI #1	4008	157	20 years
	West Salem WI #1	4009	41	20 years

Notes:

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

Rates

1. Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$16.3939, plus (ii) \$36.5773 provided the sum of (i) and (ii) shall never be less than \$36.5773 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the

monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff. Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

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

Other Terms:

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

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

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
WISCONSIN GAS LLC

Exhibit B

Facilities

A. Northern Facilities:

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

B. Customer Facilities:

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

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

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

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
WISCONSIN GAS LLC

Exhibit C

Security Requirements

A. Definitions

1. "Mainline Facilities" means facilities on the main pipeline system of Northern, and appurtenant facilities to such Mainline Facilities.
2. "Non-mainline Facilities" means facilities other than Mainline Facilities, which includes, but is not limited to, branch or lateral lines, and measurement facilities.

B. When Security is not Required

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

C. When Security is Required

1. **Amount of Security To Be Provided:**

- a. If Customer does not meet or maintain the creditworthiness requirements of Section 46 of the GT&C at any time after the execution of this Precedent Agreement and/or during the term of the TSA, then, upon request by Northern, Customer will provide Security in an amount equal to the sum of the following: (i) for the portion of the facilities that constitutes Mainline Facilities, the Customer will provide Security in an amount equal to the total of Customer's Remaining Obligation (computed as of the date of the demand) including income tax gross-up and (ii) for the portion of the facilities that constitutes Non-mainline

Facilities, the Customer will provide Security in an amount equal to the lesser of the Actual Cost of the facilities or the Contract Value (computed as of the date of the demand), plus the amount of credit assurance authorized for the TSA under Section 46 of the GT&C (equal to the highest three months of reservation charges plus an amount to cover imbalances as provided in Northern's FERC Gas Tariff).

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

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

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

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

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

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

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

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

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

b. If Northern has constructed Mainline Facilities to provide Customer's service, and if Customer: (i) has performed in accordance with the TSA including making all payments required when due, (ii) has not taken any of the actions set forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement, and (iii) has timely provided all the required credit assurance associated with any activity with Northern, then Northern will return that portion of the Security associated with the Actual Cost of Mainline Facilities in excess of the product of (A) the original security amount associated with the Actual Cost of the Mainline Facilities and (B) the ratio of the remaining unpaid reservation charges under the original term of the TSA to the total reservation charges under the original term of the TSA.

c. If Northern has constructed Non-mainline Facilities, to provide Customer's service, and if Customer: (i) has performed in accordance with the TSA including making all payments when due, (ii) has not taken any of the actions set forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement and (iii) has provided all the required credit assurance associated with any activity with Northern, then Northern will return that portion of the Security associated with the Actual Cost of the Non-mainline Facilities in the amount by which the Security associated with the Actual Cost of the Non-mainline facilities exceeds the Customer's Contract Value.

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

5. **Miscellaneous:**

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

b. Failure to remit in full all Security by the due dates constitutes a material breach of this Precedent Agreement and may, at the discretion of Northern, result in termination of Northern's obligations under the Precedent Agreement or the TSA.

c. Upon any default under this Precedent Agreement or the TSA, Northern may pursue any remedy available at law or equity.

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

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

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
MIDWEST NATURAL GAS, INC.

This agreement ("Precedent Agreement") is made and entered into as of this 31st day of January 2024, by and between Northern Natural Gas Company, a Delaware corporation ("Northern") and Midwest Natural Gas, Inc., a Wisconsin corporation ("Customer"). Northern and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

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

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

Section 1. Definitions

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

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

- 1.2. "Contract Value" means, as of the determination date, the unpaid reservation charges for the remaining original term of the TSA.
- 1.3. "Customer Facilities" means all natural gas service facilities (including, but not limited to, valves, pressure regulators and odorization equipment) located downstream of the Primary Delivery Point(s) set forth in Table A-1 of Exhibit A.
- 1.4. "Customer's Remaining Obligation" means that portion of the Actual Cost which has not been paid to Northern, as of any determination date, and is equal to (x) multiplied by (y); where (x) equals the Contract Value divided by the total reservation charges for the entire original term of the TSA, and (y) equals the Actual Cost. If Actual Cost is not known at the time the Customer's Remaining Obligation is calculated or determined, Northern, at its sole discretion, may use a good faith estimate of Actual Cost.
- 1.5. "Entitlement" or "MDQ" means the maximum daily quantity of natural gas to be transported under the TSA.
- 1.6. "FERC" means the Federal Energy Regulatory Commission,
- 1.7. "GT&C" means the General Terms and Conditions of Northern's FERC Gas Tariff, as revised from time to time.
- 1.8. "Imaged Documents" means any image or electronically stored copy of any document(s) generated by any Party with respect to this Precedent Agreement, including this Precedent Agreement.
- 1.9. "Maximum Reservation Rate" means the monthly maximum reservation rate set forth in the TFX Rate Schedule of Northern's FERC Gas Tariff.
- 1.10. "Necessary Approval" means an order, approvals, consents or waivers, issued by FERC, any federal, state, local, sovereign, or municipal body, or any other governmental authority that have become final and are no longer subject to rehearing or appeal regarding (i) the construction and operation of the Project, and (ii) this Precedent

Agreement. All Necessary Approvals must be in a form and substance and on a time schedule satisfactory to Northern in its sole determination. Northern, in its sole discretion, may waive a Necessary Approval.

- 1.11. "Negotiated Reservation Rate" means the negotiated rate set forth in Exhibit A.
- 1.12. "Northern's FERC Gas Tariff" means Northern's FERC Gas Tariff, as revised from time to time.
- 1.13. "Open Season" means the notice and opportunity to bid for service associated with the Project.
- 1.14. "Precedent Agreement" means this agreement, including Exhibits A through C, which are incorporated herein.
- 1.15. "Primary Delivery Point(s)" means Northern's Market Area delivery points set forth in Table A-1 of Exhibit A at which Customer requests firm service.
- 1.16. "Primary Receipt Point(s)" means Northern's Market Area receipt points set forth in Table A-1 of Exhibit A at which Customer requests firm service.
- 1.17. "Project" means the activities related to the Open Season and Northern's construction and completion of any facilities that are necessary, as determined in Northern's sole discretion, to provide the service contemplated by this Precedent Agreement.
- 1.18. "Security" means the amount of credit assurance required by Northern pursuant to the terms of this Precedent Agreement and Exhibit C, provided by Customer and held by or for Northern to secure Customer's obligations to Northern under this Precedent Agreement and/or the TSA.
- 1.19. "True-Up" means the process(es) initiated by Northern at any time during or after completion of the Project, to adjust any amount previously estimated to the Actual Cost, and the Security provided pursuant to Exhibit C.
- 1.20. "TSA" means the Firm Throughput Service Agreement, including all exhibits and appendices thereto, to be entered into as required pursuant to this Precedent Agreement.

1.21. "Will" means is required to and imposes an obligation on the appropriate Party.

Section 2. Firm TSA

- 2.1. Northern and Customer will enter into the TSA consistent with Northern's Rate Schedule TFX or any successor firm transportation rate schedule in effect on the date of execution of the TSA, which will be subject to all of the terms and conditions of Northern's FERC Gas Tariff and all rules and regulations of governmental authorities having jurisdiction as well as any Necessary Approvals. The TSA will provide for the transportation of natural gas from the Primary Receipt Point(s) to the Primary Delivery Point(s).
- 2.2. The beginning date and ending date of service under the TSA are set forth in Exhibit A, subject to receipt of Necessary Approvals, acceptance of such approvals by Northern, if necessary, and the completion (as determined in Northern's sole opinion) of the Project facilities necessary to provide firm transportation service to Customer under the TSA. Northern will not be liable for any delays in the anticipated in-service date, due to delays in Necessary Approvals.
- 2.3. The Parties acknowledge that supply chain shortages in materials may adversely impact the planned completion of the Project. Northern will endeavor to use commercially reasonable efforts to timely acquire and install all necessary materials to complete the Project timely. Notwithstanding these efforts, consistent with other provisions of this Precedent Agreement, Northern shall not be held liable should the facilities be placed in-service after the targeted in-service date.
- 2.4. The transportation rates to be paid by Customer to Northern under the TSA are set forth in Exhibit A.
- 2.5. The Entitlement or MDQ is set forth in Exhibit A.
- 2.6. If any customer participating in the Project terminates its participation in the Project, any available quantities may be reallocated to the extent permitted among Customer and the other customers participating in the Project; provided, however, Customer's acceptance of any quantity reallocated will be at the sole discretion of Customer.

- 2.7. Customer will execute the TSA without modification within thirty (30) calendar days of tender by Northern. If Customer fails to execute the TSA without modification within thirty (30) calendar days of tender by Northern, Customer will immediately be in breach of this Precedent Agreement on the date of such failure and will be liable for any and all damages available at law or in equity as a result of that breach, as accelerated to the date of such breach. To the extent a clerical error is found in the TSA, correcting the error does not violate the "without modification" requirement described above.

Section 3. Construction of Facilities

- 3.1. Northern will use commercially reasonable efforts to secure all Necessary Approvals and, subject to the timely receipt and acceptance of all Necessary Approvals, to construct the Project.
- 3.2. To the extent reasonably requested by Northern, Customer will file in support of, or will not oppose, any filing made by Northern to secure any Necessary Approval and will timely provide to Northern information and documents necessary for the filing that are neither confidential nor subject to any privilege requested by Northern to demonstrate the approval sought is in the public convenience and necessity.
- 3.3. Upon Northern's acceptance or waiver of all Necessary Approvals, Northern will commence construction of the Project.

Section 4. Reimbursement for Construction of the Project

- 4.1. Customer will pay Northern for the Actual Cost of the Project by paying the Negotiated Reservation Rate for the service over the term of the TSA.
- 4.2. Notwithstanding anything herein to the contrary, in the event of a default under this Precedent Agreement or the TSA by the Customer, Customer will pay Northern for Customer's Remaining Obligation in addition to any damages for such default under the TSA, via acceleration or otherwise.
- 4.3. In exchange for the consideration received hereunder, including without limitation the expected revenue from the TSA, Northern is willing to make the capital expenditures for the construction of the Project; provided, however, if the Entitlement under the TSA is,

for any reason during the term of the TSA, in whole or in part, (i) reduced (except in the instance of a temporary capacity release), or (ii) realigned away from the Primary Receipt or Primary Delivery Points (except in the instance of a temporary realignment for a period of no more than one season which shall be approved by Northern in advance, and which shall not be approved for consecutive seasons), such act is a breach of this Precedent Agreement and Customer will promptly pay to Northern an amount, which is immediately due and owing, equal to the Customer's Remaining Obligation on the date triggering the provisions of this Paragraph 4.3. This Paragraph 4.3 and the reimbursement obligations herein will survive the permanent release of the capacity in the TSA or any assignment thereof and Customer will continue to be obligated for the reimbursement of Customer's Remaining Obligation unless Northern consents to the express release of such obligation.

Section 5. Termination

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

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

Section 6. Creditworthiness and Security

- 6.1. With respect to this Precedent Agreement and the TSA, Customer must meet the requirements of Section 46 of the GT&C and the Security requirements of Exhibit C.
- 6.2. With respect to this Precedent Agreement and the TSA, in the event of any conflict between the Security requirements of Exhibit C and the Security requirements of Section 46 of the GT&C, the Security requirements of Exhibit C will prevail.

Section 7. Assignment

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

Section 8. Governmental Regulations, Choice of Law, Jurisdiction, and Waiver of Jury Trial

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

THEREOF FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT.

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

Section 9. Notices

- 9.1 Any notices required by this Precedent Agreement must be in writing and addressed to:

- (a) If to Customer:

Midwest Natural Gas, Inc.
Attn: Aaron Welsh, General Manager
3600 Highway 157, Suite 200
La Crosse, Wisconsin 54602-0429
Phone No.: (608) 781-1011
Email: aaronw@midwestnaturalgas.com

- (b) If to Customer Agent:

Kinect Energy, Inc.
Attn: Bill Anderson, Senior Manager, Gas Operations
11100 Wayzata Blvd, Suite 200
Minnetonka, Minnesota 55441
Phone No.: 763-543-4626
Email: banderson@world-kinect.com

- (c) If to Northern:

Customer Service and Business Development
1111 So. 103rd St.
Omaha, Nebraska 68124
Phone No.: (402) 398-7094
Email: nngcontracts@nngco.com

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

Section 10. Breach and Consequential Damages

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

Section 11. Representation and Warranties of Customer and Northern

Customer hereby warrants and represents to Northern, and Northern hereby warrants and represents to Customer, the following:

- 11.1 Customer and Northern are both duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization/incorporation, and each has full power to execute, deliver and perform this Precedent Agreement.

- 11.2 The execution, delivery and performance of this Precedent Agreement have been and remain duly authorized by all necessary corporate or organizational action and do not contravene any provision of law or of Customer's or Northern's constitutional documents or any contractual restriction binding on Customer or Northern or their respective assets.
- 11.3 All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Precedent Agreement have been obtained by Customer and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with Customer's execution, delivery or performance of this Precedent Agreement.
- 11.4 Customer's or Northern's assets, at their respective fair value, exceed Customer's and Northern's, respective liabilities and Customer and Northern have, or will have, sufficient cash and capital to pay their respective liabilities and obligations as they become due.
- 11.5 In consideration for its execution of this Precedent Agreement, Customer and Northern respectively, will receive reasonably equivalent value for the obligations that they are assuming as a result of this Precedent Agreement and/or the TSA.

Section 12. Miscellaneous

- 12.1. Notwithstanding any other provision herein to the contrary, in order for Northern to evaluate the commitments that customers are willing to make and thus determine the feasibility of the Project, and the engineering design and size of any expansion facilities, Northern is seeking a commitment from customers through other precedent agreements similar to this Precedent Agreement. Additionally, these commitments will enable Northern to allocate capacity pursuant to Section 2.6, if necessary, among customers who have signed such precedent agreements or commitments from customers through agreements. Accordingly, Customer hereby recognizes and acknowledges that, although Customer is obligated by this Precedent Agreement upon its execution and delivery to Northern, said agreement and the terms and conditions herein will be of no force and effect on Northern and Northern will have no obligations whatsoever under this Precedent Agreement until Northern executes this Precedent Agreement.
- 12.2. Covenants regarding the Project and the Customer Facilities are in Exhibit B.

- 12.3. This Precedent Agreement may be executed in counterparts, each of which when signed will be deemed an original, but all of which together will constitute one and the same instrument. A signature in "PDF" format or an electronic signature to this Precedent Agreement will be deemed an original and binding upon the Party against which enforcement is sought.
- 12.4. Upon both Parties' execution of the TSA, Section 2 and Exhibit A of this Precedent Agreement will expire and be superseded by the TSA. All remaining sections and paragraphs and Exhibit C of this Precedent Agreement will survive until all obligations or responsibilities under this Precedent Agreement and the TSA have been fully satisfied. Exhibit B will survive for the life of the Project.
- 12.5. Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither Party may contest the admissibility of Imaged Documents as evidence in any proceeding.
- 12.6. Each provision of this Precedent Agreement will be considered severable so that if any one provision or clause conflicts with or may not be given full effect because of applicable law, this will not affect any other provisions which can be given effect without the conflicting provision or clause and the conflicting provision or clause will be renegotiated by the Parties in good faith to provide equal economic value to both Parties; provided, however, this Section 12.6 will provide no basis to treat the Precedent Agreement and the TSA as separate, severable agreements or to effect such a severance.
- 12.7. This Precedent Agreement is not intended to create, and will not be construed to create, a legal relationship of partnership or an association for profit between the Parties hereto. The provisions of this Precedent Agreement will not impart rights of enforceability to any person, firm or organization not a Party or not bound as a Party, or not a permitted successor or assignee of a Party bound by this Precedent Agreement.
- 12.8. Any terms not defined herein will have the meanings set forth in Northern's FERC Gas Tariff. Any conflicts between this Precedent Agreement and Northern's FERC Gas Tariff will be resolved in favor of Northern's FERC Gas Tariff, with the exception of the Security requirements of Exhibit C.

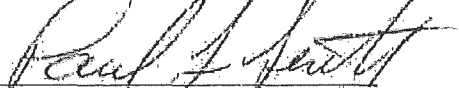
12.9. This Precedent Agreement together with the TSA and Exhibits hereto and thereto constitute the entire agreement between Northern and Customer pertaining to the subject matter hereof. In the event of a conflict between a provision of this Precedent Agreement and a provision of a prior agreement, representation or understanding of the Parties, oral or written, the provision of this Precedent Agreement will control without invalidating the remaining provisions of such prior agreement, representation or understanding. Except as specifically provided in Section 9, no provision of this Precedent Agreement may be amended or waived unless such amendment or waiver is agreed to in writing by both Parties.

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

NORTHERN NATURAL GAS COMPANY

MIDWEST NATURAL GAS, INC.

By: 

By: 

Title: VP Marketing

Title: President

Date: 2/13/24

Date: 02/01/2024

NORTHERN LIGHTS 2025 – VENTURA NORTH
 PRECEDENT AGREEMENT
 BETWEEN
 NORTHERN NATURAL GAS COMPANY
 AND
 MIDWEST NATURAL GAS, INC.

Exhibit A
TSA Terms and Conditions

Rate Schedule: TFX

Contract Term: Beginning 11/01/2025 and ending 10/31/2035, subject to any Necessary Approvals, and acceptance of such approvals by Northern, if necessary, and the completion (as determined in Northern's sole discretion) of the Northern Project facilities necessary to provide firm transportation service to Customer under the TSA. The Entitlement, or portions thereof, will commence on the first day of the month following when Northern's facilities that are needed to provide the requested service are placed into service. Customer and Northern may agree to start the service upon in-service of the facility(s) prior to the beginning of the following month; however, the term shall end 10 years after the first day of the month following when Northern's facilities needed to provide the service are placed into service. If Northern becomes aware that the in-service date will not be 11/01/2025, as originally contemplated, Northern will provide reasonable updates regarding the status of the construction process. In addition, firm transportation service under the TSA is subject to and contingent upon the completion of the Northern Lights 2023 facilities authorized pursuant to FERC order issued September 25, 2023 in Docket No. CP22-138-000 (184 FERC ¶61,186).

Table A-1: Quantities and Points Bid (provided by Customer)

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Delivery Point POI #</u>	<u>Winter Volume (Dth/day)</u>	<u>Term</u>
NBPL/NNG Ventura (POI 192)	Zone E-F-Midwest for delivery to:	3088	1,403	10 years
	Arcadia WI #2	79253	225	10 years
	Mondovi WI #1	3726	115	10 years

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Delivery Point POI #</u>	<u>Winter Volume (Dth/day)</u>	<u>Term</u>
	St. Joseph WI #1A	26098	134	10 years
	Westby WI #1	3729	76	10 years
	Galesville WI #1	55609	853	10 years

Notes:

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

Rates

1. Customer will pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Reservation Rate minus \$25.799, plus (ii) \$107.4913 provided the sum of (i) and (ii) will never be less than \$107.4913 (Negotiated Reservation Rate). Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.
2. In addition to the Negotiated Reservation Rate, Customer will (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

Other Terms:

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

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY

FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
MIDWEST NATURAL GAS, INC.

Exhibit B
Facilities

A. Northern Facilities:

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

B. Customer Facilities:

1. Customer will provide, own, operate and maintain the Customer Facilities. Customer is responsible for providing over-pressure protection equipment for the Customer Facilities. Customer represents and warrants to Northern that it has the knowledge and expertise, and its employees, agents and contractors are qualified

to design, construct and operate the gas service equipment comprising the Customer Facilities, including, but not limited to, the pressure of the gas delivered by Northern to Customer into the Customer Facilities.

2. The Customer Facilities are designed, manufactured, fabricated, constructed, installed, operated, tested and maintained by Customer in accordance with applicable laws, regulations, industry standards, codes (including AGA design standards) and prudent operating practices.
3. Customer will defend, indemnify and save harmless Northern, its affiliated companies and officers, directors, shareholders, employees, subsidiaries, agents and other representatives from and against all liabilities, losses, claims, damages, penalties, causes of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) claimed from or against Northern caused by or resulting from the negligence or willful misconduct of Customer in the ownership, operation, maintenance or performance of its operations of the Customer Facilities.

NORTHERN LIGHTS 2025 – VENTURA NORTH
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
MIDWEST NATURAL GAS, INC.

Exhibit C
Security Requirements

A. Definitions

1. "Mainline Facilities" means facilities on the main pipeline system of Northern, and appurtenant facilities to such Mainline Facilities.
2. "Minimum Rating" has the meaning set forth in Section 46 of the GT&C, including, but not limited to, consideration of Customer's Short-Term and Long-Term Outlook or Credit Watch as set forth in such section.¹
3. "Non-mainline Facilities" means facilities other than Mainline Facilities, which includes, but is not limited to, branch or lateral lines, and measurement facilities.
4. "Small Customer" has the meaning set forth in the GT&C.
5. "Small Customer Creditworthiness Requirements" has the meaning set forth in Section B of this Exhibit C.

¹ Northern hereby agrees to perform its "Minimum Rating" evaluation on Customer's unaudited financial statements that are timely filed with the Public Service Commission of Wisconsin, so long as such unaudited financial statements are substantially in the form of the financial statements filed with the Public Service Commission of Wisconsin for the period ending December 31, 2018 and include an attestation clause. Nothing herein shall prohibit Northern from requesting other pertinent information or periodic financial statements other than those timely file with the Public Service Commission of Wisconsin by Customer.

B. Definition of "Small Customer Creditworthiness Requirements"

As of the date of execution of this Agreement, the parties agree as follows:

1. Customer meets the definition of a Small Customer because Customer is listed in Sheet No. 510 of Northern's FERC Gas Tariff.
2. Subject to certain conditions, Sheet No. 285B of Northern's FERC Gas Tariff provides that a Small Customer is not required to provide Security for reservation charges for transportation contracts.
3. Small Customers are required to provide Security for new facilities constructed to accommodate Customer.
4. Customer hereby agrees to provide Security for the cost of new facilities constructed to accommodate Customer, and to the extent required by Northern's FERC Gas Tariff, for reservation charges for the TSA.

C. When Security is not Required

No Security will be required during any period of time after the execution of this Precedent Agreement and/or during the term of the TSA that Customer meets and maintains the "Minimum Rating."

D. When Security is Required

1. **Amount of Security To Be Provided:**

At any time after the execution of this Precedent Agreement and/or during the term of the TSA, if:

- i. Customer does not meet or maintain the "Minimum Rating"; or
- ii. if required pursuant to the "Small Customer Creditworthiness Requirements," then, upon request by Northern, Customer will provide Security in an amount equal to the sum of the following items:
 - a. For the portion of the facilities that is mainline, the Customer will provide Security in an amount equal to the total of Customer's

- Remaining Obligation (computed as of the date of the demand) including income tax gross-up; plus
 - b. For the portion of the facilities that is non-mainline, the Customer will provide Security in an amount equal to the lesser of the Actual Cost of the facilities or the Contract Value (computed as of the date of the demand); plus
 - c. The amount of credit assurance authorized for the TSA under Section 46 of the GT&C (equal to the highest three months of reservation charges plus an amount to cover imbalances as provided in Northern's FERC Gas Tariff); provided, however, that if Customer provides a guaranty, the amount of the guaranty will be, at a minimum, in an amount equal to the Customer's Contract Value including, but not limited to, an amount to cover imbalances as provided in Northern's FERC Gas Tariff.

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

- a. Customer may provide a guaranty, letter of credit, or cash.
- b. If Customer provides a letter of credit, the letter of credit will be substantially in the form posted on Northern's website as revised from time to time and from a financial institution acceptable to Northern.
- c. If Customer provides a guaranty, the guaranty will be substantially in the form posted on Northern's website as revised from time to time and executed by a guarantor that meets and maintains the Minimum Rating.
- d. If Customer provides cash, Customer agrees to execute a Joinder in Master Escrow Agreement substantially in the form posted on Northern's website as revised from time to time.

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

be incurred. Once the Actual Cost is known Security provided will be subject to True-Up.

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

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

b. If Northern has constructed Mainline Facilities to provide Customer's service, and if Customer: (i) has performed in accordance with the TSA including making all payments required when due, (ii) has not taken any of the actions set forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement, and (iii) has timely provided all the required credit assurance associated with any activity with Northern, then Northern will return that portion of the Security associated with the Actual Cost of the Mainline Facilities in excess of the product of (A) the original security amount associated with the Actual Cost of the Mainline Facilities and (B) the ratio of the remaining unpaid reservation charges under the original term of the TSA to the total reservation charges under the original term of the TSA.

c. If Northern has constructed Non-mainline Facilities, to provide Customer's service, and if Customer: (i) has performed in accordance with the TSA including making all payments when due, (ii) has not taken any of the actions set forth in subparts (i) and (ii) of Paragraph 4.3 of this Precedent Agreement and (iii) has provided all the required credit assurance associated with any activity with Northern, then Northern will return that portion of the Security associated with the Actual Cost of the Non-mainline Facilities in the amount by which the Security associated with the Actual Cost of the Non-mainline facilities exceeds the Customer's Contract Value.

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

connection with the Precedent Agreement or the TSA, or in connection with any unrelated transaction.

5. **Miscellaneous:**

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

b. Failure to remit in full all Security by the due dates constitutes a material breach of this Precedent Agreement and may, at the discretion of Northern, result in termination of Northern's obligations under the Precedent Agreement or the TSA.

c. Upon any default under this Precedent Agreement or the TSA, Northern may pursue any remedy available at law or equity.

d. The Security will be owned and held by Northern for its sole and exclusive benefit until the earlier of (i) Customer meeting and maintaining the Minimum Rating, or (ii) Customer satisfying in full all of its obligations under this Precedent Agreement and/or the TSA.

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

Exhibit I
Customer Questionnaires

Northern Lights 2025 Questionnaire for Participating Customers

Thank you for participating in the open season for the Northern Lights 2025 Expansion Project (NL2025 Project). Northern Natural Gas Company (Northern) plans to file a section 7 application for the NL2025 Project with the Federal Energy Regulatory Commission (FERC) in February 2024 requesting approval to construct and operate four pipeline facilities and make minor modifications to existing compressor stations in Minnesota and Wisconsin.

Northern is asking participating customers to please provide the following information, if available, to assist Northern in demonstrating the purpose and need of the proposed NL2025 Project to FERC. Please provide your responses to Stacy Rosman at stacy.rosman@nngco.com. Please clearly indicate if any information you provide is confidential and should be designated as such in Northern's submissions to FERC. Please do not hesitate to reach out to your marketing representative if there are any questions about this questionnaire or concerns about Northern disclosing the provided information in the NL2025 certificate proceeding.

1. Customer Name:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (Customer)

2. Contact Name:

Kristal Dipuccio

3. Please provide a detailed description of the natural gas end-use customers that Customer will serve with the capacity provided by the proposed NL2025 Project (*e.g.*, urban residential, hospitals, schools, manufacturing).

As CenterPoint holds a utility footprint in the subject area, our end-user customer base expands across multiple facets of customer class, including residential, commercial, schools, manufacturing, and more.

4. Please provide a detailed description of the need(s) that Customer will meet with the natural gas transported on the NL2025 Project (*e.g.*, heating, cooking).

CenterPoint's end-user needs will vary as we serve multiple classes of customers. Needs met may range from residential (heating/water heating/cooking/clothes drying) to commercial (manufacturing mechanical needs/electric generation/mining/producing goods/processing foods).

- a. How did Customer identify the need for additional capacity (*e.g.*, load growth estimates)?

CenterPoint's customer load requirements are continuously increasing year over year. In order to respond to this and ensure it has the capacity entitlements to provide its customers with safe and reliable service, it must seek ways to add additional capacity to its portfolio to meet its Design Day load requirements.

- b. Why is the NL2025 Project needed to serve the identified need(s)?

Northern is a sold-out system and the only way to obtain generally available capacity is to participate in an open season upon occurrence or obtain capacity through Northern Lights Open Seasons. Participating in Northern Lights Open Seasons allows CenterPoint to share expansion costs with all awarded Shippers.

- c. What are the potential consequences to Customer if Northern is unable to construct and operate the NL2025 Project (e.g., unable to meet peak-day heating needs)?

Potential consequences to CenterPoint if adequate capacity is not secured would be failure to meet Design Day load requirements which could result in excessive penalties, system outages, unknown costs associated with emergency supply alternatives, etc.

5. Is Customer required to seek approval from a state commission for agreeing to contract for the capacity related to the NL2025 capacity?

Yes.

- a. If yes, please provide the relevant docket numbers for public proceedings related to the NL2025 capacity.

CenterPoint is required to inform the state commission of any anticipated expansion projects and associated costs. An order issuing state commission review and approval is typically granted further down the line. As such, relevant docket numbers related to Northern Lights 2025 are not yet available but will be further along in the process.

However, the costs associated with Northern Lights 2025 were included in CenterPoint's rate case filed this year and the corresponding Docket Number is G-008/GR-23-173.

- b. If no, is Customer's decision to contract for NL2025 capacity subject to review in the future? If yes, please explain the review and the result if it is later determined the NL2025 capacity was not needed by Customer.

N/A.

6. Is Customer aware of any alternatives that could meet the need(s) identified in response to question 4 (e.g., other pipelines with existing capacity, non-gas alternatives, alternate fuels, energy efficiency programs, heat pumps, etc.)?

- a. Does Customer believe those alternatives are reasonable? Please explain why or why not and provide any analysis prepared by Customer or on Customer's behalf to evaluate potential alternative(s) to the NL2025 Project.

CenterPoint routinely evaluates and considers alternatives prior to committing to participating in Northern Lights Open Seasons keeping in mind which is the best option for its customers to provide a reliable service at a reasonable price. If there is an option which is more economically beneficial to our customers, and is in compliance with its Northern contract terms, it would proceed to expand with that alternative supply source as it sees fit.

- b. Please explain any energy efficiency program or alternative fuel program in which Customer engages.

CenterPoint is diligently working toward a cleaner energy future by reducing carbon emissions across our operations and energy supply chain while prioritizing safety, the integrity of our system and continued reliable service.

Specifically for Minnesota, the Natural Gas Innovation Act ("NGIA") was passed in June 2021 with bipartisan support. This law establishes a regulatory framework to enable the state's investor-owned natural gas utilities to provide customers with access to renewable

energy resources and innovative technologies, with the goal of reducing greenhouse gas emissions and advancing the state's clean energy future. The NGIA allows a natural gas utility to submit an innovation plan for approval by the MPUC which could propose the use of renewable energy resources and innovative technologies such as:

- renewable natural gas (produces energy from organic materials such as wastewater, agricultural manure, food waste, agricultural or forest waste);
- renewable hydrogen gas (produces energy from water through electrolysis with renewable electricity such as solar);
- energy efficiency measures (avoids energy consumption in excess of the utility's existing conservation programs); and
- innovative technologies (reduces or avoids greenhouse gas emissions using technologies such as carbon capture).

CenterPoint Energy submitted its first innovation plan to the MPUC on June 28th, 2023. The maximum allowable cost for the first innovation plan is the lesser of 1.75% of the utility's revenue or \$20 per customer. This could increase to the lesser of 4% of the utility's revenue or \$50 per customer by 2034.

Northern Lights 2025 Questionnaire for Participating Customers

Thank you for participating in the open season for the Northern Lights 2025 Expansion Project (NL2025 Project). Northern Natural Gas Company (Northern) plans to file a section 7 application for the NL2025 Project with the Federal Energy Regulatory Commission (FERC) in February 2024 requesting approval to construct and operate four pipeline facilities and make minor modifications to existing compressor stations in Minnesota and Wisconsin.

Northern is asking participating customers to please provide the following information, if available, to assist Northern in demonstrating the purpose and need of the proposed NL2025 Project to FERC. Please provide your responses to Britany Shotkoski at Britany.Shotkoski@nngco.com Please clearly indicate if any information you provide is confidential and should be designated as such in Northern's submissions to FERC. Please do not hesitate to reach out to your marketing representative if there are any questions about this questionnaire or concerns about Northern disclosing the provided information in the NL2025 certificate proceeding.

1. Customer Name: Midwest Natural Gas, Inc.
2. Contact Name: Paul Senty
3. Please provide a detailed description of the natural gas end-use customers that Customer will serve with the capacity provided by the proposed NL2025 Project (*e.g.*, urban residential, hospitals, schools, manufacturing). Residential (urban and rural); Commercial/Business (schools, hospitals, nursing homes, agricultural, manufacturing).
4. Please provide a detailed description of the need(s) that Customer will meet with the natural gas transported on the NL2025 Project (*e.g.*, heating, cooking). Residential (heating, hot water, and cooking); Commercial/Business (heating and manufacturing needs)
 - a. How did Customer identify the need for additional capacity (*e.g.*, load growth estimates)? As part of its annual gas supply plan submitted to the Public Service Commission of Wisconsin, Midwest Natural Gas identified load growth estimates and where capacity needed to be increased or added to meet those load growth estimates.
 - b. Why is the NL2025 Project needed to serve the identified need(s)? Midwest Natural Gas requires the requested level of capacity that will be supplied by the NL 2025 Project to ensure we are able to meet our growth obligations to residential, commercial, and business customers.
 - c. What are the potential consequences to Customer if Northern is unable to construct and operate the NL2025 Project (*e.g.*, unable to meet peak-day heating needs)? It is no overstatement to say that the natural gas capacity that will be delivered by Northern by the facilities supported by this project are a critical component of our gas planning. We require the incremental capacity to ensure the company has access to sufficient capacity to cover the future growth and anticipated peak demand of our natural gas residential, firm commercial and business customers.
5. Is Customer required to seek approval from a state commission for agreeing to contract for the capacity related to the NL2025 capacity?
 - a. If yes, please provide the relevant docket numbers for public proceedings related to the NL2025 capacity. Yes, Docket 3670-GP-2023

- b. If no, is Customer's decision to contract for NL2025 capacity subject to review in the future? If yes, please explain the review and the result if it is later determined the NL2025 capacity was not needed by Customer. n/a
6. Is Customer aware of any alternatives that could meet the need(s) identified in response to question 4 (e.g., other pipelines with existing capacity, non-gas alternatives, alternate fuels, energy efficiency programs, heat pumps, etc.)? No
 - a. Does Customer believe those alternatives are reasonable? Please explain why or why not and provide any analysis prepared by Customer or on Customer's behalf to evaluate potential alternative(s) to the NL2025 Project. Based on the configuration of heating systems, water tanks, and manufacturing equipment, natural gas is the only resource that can economically be utilized to meet the above needs. Relative to pipeline capacity, Midwest has very limited options in terms of which pipelines it can purchase firm transportation capacity from. Northern is the only pipeline that Midwest is directly connected to. As a result, Northern provides the majority of firm transportation capacity that Midwest needs to serve the peak day load of its firm customers. Given the location of Midwest's distribution system and how it is laid out (spread out over four laterals that are many miles apart), other pipelines are not interested in building pipeline capacity to serve the natural gas requirements in this region. Some of the larger areas of Midwest's distribution system are growing at the fastest rate in the state of Wisconsin. If other pipelines aren't interested in building infrastructure to the Midwest service territory, with system growth, the NL2025 Project is Midwest's only means to continue to serve the growing needs of its customers.
 - b. Please explain any energy efficiency program or alternative fuel program in which Customer engages. n/a

Northern Lights 2025 Questionnaire for Participating Customers

Thank you for participating in the open season for the Northern Lights 2025 Expansion Project (NL2025 Project). Northern Natural Gas Company (Northern) plans to file a section 7 application for the NL2025 Project with the Federal Energy Regulatory Commission (FERC) in February 2024 requesting approval to construct and operate four pipeline facilities and make minor modifications to existing compressor stations in Minnesota and Wisconsin.

Northern is asking participating customers to please provide the following information, if available, to assist Northern in demonstrating the purpose and need of the proposed NL2025 Project to FERC. Please provide your responses to Todd Rushton at todd.rushton@nngco.com. Please clearly indicate if any information you provide is confidential and should be designated as such in Northern's submissions to FERC. Please do not hesitate to reach out to your marketing representative if there are any questions about this questionnaire or concerns about Northern disclosing the provided information in the NL2025 certificate proceeding.

1. Customer Name: Northern States Power Company, Minnesota corporation and Northern States Power Company, a Wisconsin corporation (Customer or NSP Companies)
2. Contact Name: Justin Holstein
3. Please provide a detailed description of the natural gas end-use customers that Customer will serve with the capacity provided by the proposed NL2025 Project (*e.g.*, urban residential, hospitals, schools, manufacturing).

The NSP Companies will utilize the NL2025 project capacity to meet the projected Design Day requirements of our firm retail natural gas customers. These include residential and commercial loads, such as homes, schools, hospitals, and local business.

4. Please provide a detailed description of the need(s) that Customer will meet with the natural gas transported on the NL2025 Project (*e.g.*, heating, cooking).
 - a. How did Customer identify the need for additional capacity (*e.g.*, load growth estimates)?
 - b. Why is the NL2025 Project needed to serve the identified need(s)?
 - c. What are the potential consequences to Customer if Northern is unable to construct and operate the NL2025 Project (*e.g.*, unable to meet peak-day heating needs)?

The NSP Companies continuously evaluate their capacity requirements. The Design Day requirements (or anticipated gas consumption during a 1 in 30 cold weather event of our firm customers are evaluated annually. The NSP Companies design day analysis is filed annually with state regulators. In evaluating our needs for 2025-26 heating season and beyond, the NSP Companies identified a need for additional capacity at certain locations on our systems. The incremental capacity is necessary to efficiently and reliably meet the demands of our firm customers during extreme cold.

Should the NL2025 capacity not be constructed, the NSP Companies may be required to implement short term solutions, such as portable liquified natural gas, to meet the projected design day requirements of our firm customers. Such temporary solutions are less efficient and, in the long run less reliable, than the proposed NL2025 project. The NSP Companies have determined that the incremental capacity included in the NL2025 project is necessary to efficiently continue to deliver safe, and reliable gas service to our customers.

5. Is Customer required to seek approval from a state commission for agreeing to contract for the capacity related to the NL2025 capacity?
 - a. If yes, please provide the relevant docket numbers for public proceedings related to the NL2025 capacity.
 - b. If no, is Customer's decision to contract for NL2025 capacity subject to review in the future? If yes, please explain the review and the result if it is later determined the NL2025 capacity was not needed by Customer.

The NSP Companies interstate transportation and storage portfolio is subject to annual review and approval from the Minnesota Public Utilities Commission (MPUC) and Public Service Commission of Wisconsin (PSCW). Each year, the NSP Companies present their projected design day and the resources needed to meet those requirements.

6. Is Customer aware of any alternatives that could meet the need(s) identified in response to question 4 (e.g., other pipelines with existing capacity, non-gas alternatives, alternate fuels, energy efficiency programs, heat pumps, etc.)?
 - a. Does Customer believe those alternatives are reasonable? Please explain why or why not and provide any analysis prepared by Customer or on Customer's behalf to evaluate potential alternative(s) to the NL2025 Project.
 - b. Please explain any energy efficiency program or alternative fuel program in which Customer engages.

As discussed above, the NSP Companies perform an annual evaluation of our Design Day requirements. This analysis incorporates the Company's forecast of gas customers, including projected effects of implementation of non-gas alternatives, such as beneficial electrification, alternative fuels, demand side management, etc. Additionally, no other pipeline serves the areas identified for incremental capacity as part of the project, and portable solutions are temporary, less efficient, and less reliable long term. Therefore, the NSP Companies request for incremental capacity as part of the NL2025 project incorporates these potential alternatives.

Northern Lights 2025 Questionnaire for Participating Customers

Thank you for participating in the open season for the Northern Lights 2025 Expansion Project (NL2025 Project). Northern Natural Gas Company (Northern) plans to file a section 7 application for the NL2025 Project with the Federal Energy Regulatory Commission (FERC) in February 2024 requesting approval to construct and operate four pipeline facilities and make minor modifications to existing compressor stations in Minnesota and Wisconsin.

Northern is asking participating customers to please provide the following information, if available, to assist Northern in demonstrating the purpose and need of the proposed NL2025 Project to FERC. Please provide your responses to Stephanie Korbelik at stephanie.korbelik@nngco.com. Please clearly indicate if any information you provide is confidential and should be designated as such in Northern's submissions to FERC. Please do not hesitate to reach out to your marketing representative if there are any questions about this questionnaire or concerns about Northern disclosing the provided information in the NL2025 certificate proceeding.

1. **Customer Name:** Wisconsin Gas LLC (WG)
2. **Contact Name:** Emily VandenAvond
3. **Please provide a detailed description of the natural gas end-use customers that Customer will serve with the capacity provided by the proposed NL2025 Project (e.g., urban residential, hospitals, schools, manufacturing).**

The capacity will provide service to residential, commercial and industrial customers within multiple Town Border Stations. Major industries served include real estate, restaurants, governmental, food products, and metals manufacturing.

4. **Please provide a detailed description of the need(s) that Customer will meet with the natural gas transported on the NL2025 Project (e.g., heating, cooking).**
 - a. **How did Customer identify the need for additional capacity (e.g., load growth estimates)?**

WG completed a growth analysis for delivery points within the NNG Zone E-F delivery zone.
 - b. **Why is the NL2025 Project needed to serve the identified need(s)?**

WG has experienced growth and is forecasting additional growth in our Northern only fed areas. The additional capacity supports reserve in NNG single fed pipeline areas in NW Wisconsin.
 - c. **What are the potential consequences to Customer if Northern is unable to construct and operate the NL2025 Project (e.g., unable to meet peak-day heating needs)?**
5. **Is Customer required to seek approval from a state commission for agreeing to contract for the capacity related to the NL2025 capacity?**
 - a. **If yes, please provide the relevant docket numbers for public proceedings related to the NL2025 capacity.**

Yes, a 21 Day Request was approved by the PSCW. Please reference 6650-GP-2022.

- b. **If no, is Customer's decision to contract for NL2025 capacity subject to review in the future? If yes, please explain the review and the result if it is later determined the NL2025 capacity was not needed by Customer.**

See above.

- 6. **Is Customer aware of any alternatives that could meet the need(s) identified in response to question 4 (e.g., other pipelines with existing capacity, non-gas alternatives, alternate fuels, energy efficiency programs, heat pumps, etc.)?**

WG is not aware of any alternatives that could meet the needs of our customers in these areas.

- a. **Does Customer believe those alternatives are reasonable? Please explain why or why not and provide any analysis prepared by Customer or on Customer's behalf to evaluate potential alternative(s) to the NL2025 Project.**

n/a

- b. **Please explain any energy efficiency program or alternative fuel program in which Customer engages.**

n/a

Northern Lights 2025 Questionnaire for Participating Customers

Thank you for participating in the open season for the Northern Lights 2025 Expansion Project (NL2025 Project). Northern Natural Gas Company (Northern) plans to file a section 7 application for the NL2025 Project with the Federal Energy Regulatory Commission (FERC) in February 2024 requesting approval to construct and operate four pipeline facilities and make minor modifications to existing compressor stations in Minnesota and Wisconsin.

Northern is asking participating customers to please provide the following information, if available, to assist Northern in demonstrating the purpose and need of the proposed NL2025 Project to FERC. Please provide your responses to Stacy Rosman at stacy.rosman@nngco.com. Please clearly indicate if any information you provide is confidential and should be designated as such in Northern's submissions to FERC. Please do not hesitate to reach out to your marketing representative if there are any questions about this questionnaire or concerns about Northern disclosing the provided information in the NL2025 certificate proceeding.

1. Customer Name:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (Customer)

2. Contact Name:

Kristal Dipuccio

3. Please provide a detailed description of the natural gas end-use customers that Customer will serve with the capacity provided by the proposed NL2025 Project (*e.g.*, urban residential, hospitals, schools, manufacturing).

As CenterPoint holds a utility footprint in the subject area, our end-user customer base expands across multiple facets of customer class, including residential, commercial, schools, manufacturing, and more.

4. Please provide a detailed description of the need(s) that Customer will meet with the natural gas transported on the NL2025 Project (*e.g.*, heating, cooking).

CenterPoint's end-user needs will vary as we serve multiple classes of customers. Needs met may range from residential (heating/water heating/cooking/clothes drying) to commercial (manufacturing mechanical needs/electric generation/mining/producing goods/processing foods).

- a. How did Customer identify the need for additional capacity (*e.g.*, load growth estimates)?

CenterPoint's customer load requirements are continuously increasing year over year. In order to respond to this and ensure it has the capacity entitlements to provide its customers with safe and reliable service, it must seek ways to add additional capacity to its portfolio to meet its Design Day load requirements.

- b. Why is the NL2025 Project needed to serve the identified need(s)?

Northern is a sold-out system and the only way to obtain generally available capacity is to participate in an open season upon occurrence or obtain capacity through Northern Lights Open Seasons. Participating in Northern Lights Open Seasons allows CenterPoint to share expansion costs with all awarded Shippers.

- c. What are the potential consequences to Customer if Northern is unable to construct and operate the NL2025 Project (e.g., unable to meet peak-day heating needs)?

Potential consequences to CenterPoint if adequate capacity is not secured would be failure to meet Design Day load requirements which could result in excessive penalties, system outages, unknown costs associated with emergency supply alternatives, etc.

5. Is Customer required to seek approval from a state commission for agreeing to contract for the capacity related to the NL2025 capacity?

Yes.

- a. If yes, please provide the relevant docket numbers for public proceedings related to the NL2025 capacity.

CenterPoint is required to inform the state commission of any anticipated expansion projects and associated costs. An order issuing state commission review and approval is typically granted further down the line. As such, relevant docket numbers related to Northern Lights 2025 are not yet available but will be further along in the process.

However, the costs associated with Northern Lights 2025 were included in CenterPoint's rate case filed this year and the corresponding Docket Number is G-008/GR-23-173.

- b. If no, is Customer's decision to contract for NL2025 capacity subject to review in the future? If yes, please explain the review and the result if it is later determined the NL2025 capacity was not needed by Customer.

N/A.

6. Is Customer aware of any alternatives that could meet the need(s) identified in response to question 4 (e.g., other pipelines with existing capacity, non-gas alternatives, alternate fuels, energy efficiency programs, heat pumps, etc.)?

- a. Does Customer believe those alternatives are reasonable? Please explain why or why not and provide any analysis prepared by Customer or on Customer's behalf to evaluate potential alternative(s) to the NL2025 Project.

CenterPoint routinely evaluates and considers alternatives prior to committing to participating in Northern Lights Open Seasons keeping in mind which is the best option for its customers to provide a reliable service at a reasonable price. If there is an option which is more economically beneficial to our customers, and is in compliance with its Northern contract terms, it would proceed to expand with that alternative supply source as it sees fit.

- b. Please explain any energy efficiency program or alternative fuel program in which Customer engages.

CenterPoint is diligently working toward a cleaner energy future by reducing carbon emissions across our operations and energy supply chain while prioritizing safety, the integrity of our system and continued reliable service.

Specifically for Minnesota, the Natural Gas Innovation Act ("NGIA") was passed in June 2021 with bipartisan support. This law establishes a regulatory framework to enable the state's investor-owned natural gas utilities to provide customers with access to renewable

energy resources and innovative technologies, with the goal of reducing greenhouse gas emissions and advancing the state's clean energy future. The NGIA allows a natural gas utility to submit an innovation plan for approval by the MPUC which could propose the use of renewable energy resources and innovative technologies such as:

- renewable natural gas (produces energy from organic materials such as wastewater, agricultural manure, food waste, agricultural or forest waste);
- renewable hydrogen gas (produces energy from water through electrolysis with renewable electricity such as solar);
- energy efficiency measures (avoids energy consumption in excess of the utility's existing conservation programs); and
- innovative technologies (reduces or avoids greenhouse gas emissions using technologies such as carbon capture).

CenterPoint Energy submitted its first innovation plan to the MPUC on June 28th, 2023. The maximum allowable cost for the first innovation plan is the lesser of 1.75% of the utility's revenue or \$20 per customer. This could increase to the lesser of 4% of the utility's revenue or \$50 per customer by 2034.

EXHIBIT J
FEDERAL AUTHORIZATIONS

**Exhibit J
Federal Authorizations
Northern Lights 2025 Project**

Responsible Agency	Delegated Authority	Permit or Clearance Required	Status of Permit/Clearance	Date Permit or Clearance Received, Requested or Expected
Federal				
FERC	N/A	Certificate for construction and operation of interstate natural gas transmission pipeline facilities	Section 7 application will be filed February 2024.	December 20, 2024
EPA	MPCA/WDNR	Clean Air Act permits and approvals	Delegated to the state (MPCA/WDNR)	N/A
	MPCA/WDNR	CWA Section 401 Water Quality Certification	Delegated to the state (MPCA/WDNR)	N/A
	MPCA/WDNR	CWA Section 402 permits for wastewater or stormwater discharges	Delegated to the state (MPCA/WDNR)	N/A
NRCS	N/A	No permit required – consultation for ROW restoration and seeding recommendations	Outreach initiated January 2022	Responses received January 2022. Consultation complete.
USACE – St. Paul District	N/A	CWA Section 404 – Dredge and Fill Permit	USACE notification submitted February 15, 2024	Wetland impacts will qualify under the Regional General Permit 3 – Non-Reporting; no response required
USFWS – Twin Cities Field Office	N/A	Endangered Species Act and MBTA – consultation clearance request for Minnesota	Initial coordination submitted February 7, 2023; D-keys and species survey protocols; final coordination anticipated October 2024 following completion of species-specific surveys	Response anticipated December 2024
Native American Tribes	N/A	NHPA Section 106 consultation to determine if the project will have impact on resources of Native American cultural importance	Submission of cultural reports and UDP completed February 14 and 15, 2024	Response anticipated March/April 2024
State – Minnesota				
MPCA	From EPA	Clean Air Act, Prevention of Significant Deterioration Minor/Title V Major	No compressor/compressor station(s)	N/A

Responsible Agency	Delegated Authority	Permit or Clearance Required	Status of Permit/Clearance	Date Permit or Clearance Received, Requested or Expected
		Air Construction Permit		
	From EPA	Section 401 Water Quality Certification	Authorization concurrent with USACE Section 404 Approval	No USACE Preconstruction Notification; therefore, Northern will adhere to the Section 401 provisions of the Utility Regional General Permit
	N/A	NPDES Stormwater Permit MNR100001	Permit application submittals anticipated February/March 2025	Response anticipated March 2025
	N/A	NPDES Trench Water Discharge Permit	Dewatering information included with stormwater permit application	Authorization included with stormwater permit
MDNR	N/A	MPARS Water Appropriation Permit for Pit Trench Water	Permit application submittals anticipated February/March 2025	Response anticipated March 2025
	N/A	State Protected Species Consultation	Consultation initiated February 2024	Response anticipated October/November 2024
State Historical Society of Minnesota	N/A	Section 106 Consultation, NHPA	Submission of cultural reports and UDP February 14, 2024	Response anticipated April 2024
MDA	N/A	Comments on Northern's Agricultural mitigation plan and Noxious Weed Mitigation Plan	Coordination initiated February 7, 2024	Responses anticipated in May/June 2024
Wisconsin				
WDNR	From EPA	WPDES Air Permits	No compressor/compressor station(s)	N/A
	From EPA	Section 401 Water Quality Certification	No wetland impacts in Wisconsin; permit not required	N/A
	N/A	Chapter 30.025, Stream Crossing/Dredging	No waterbodies or wetlands crossed or dredged	N/A
	N/A	WPDES Construction Site Stormwater Runoff General Permit No. WI-S067831-6	Permit application submittals anticipated February/March 2025	Response anticipated April 2025
	N/A	WPDES Hydrostatic Test Water Discharge Permit No. WI-0057681-5	Permit application submittals anticipated February/March 2025	Response anticipated April 2025

Responsible Agency	Delegated Authority	Permit or Clearance Required	Status of Permit/Clearance	Date Permit or Clearance Received, Requested or Expected
	N/A	WPDES Pit Trench Water Discharge Permit No. WI- WI-0049344-6	Dewatering information included with stormwater permit application	Authorization included with stormwater permit
	N/A	State Protected Species Consultation	Consultation initiated January 2024	Response anticipated October/November 2024
Wisconsin State Historical Society	N/A	Section 106 Consultation, NHPA	Submission of cultural reports and UDP February 14, 2024	Response received March 2024

EXHIBIT K
COST OF FACILITIES

Exhibit K - Cost Summary of Project Estimates

Description	Total Cost	Right of Way	Surveys	Materials	Labor	Engineering & Inspection	Taxes ¹	Freight ²	Environmental	Overhead	AFUDC	Contingencies
Lake Mills to Albert Lea E-line Extension	\$20,408,494	\$430,000	\$924,000	\$5,791,394	\$9,014,696	\$1,475,000	\$0	\$0	\$1,200,000	\$380,890	\$299,914	\$892,600
Farmington to Hugo C-line Extension	\$15,732,600	\$288,596	\$290,000	\$3,376,431	\$9,053,778	\$1,002,541	\$0	\$0	\$587,000	\$293,623	\$231,199	\$609,432
Elk River 3rd Branch Line Extension	\$19,966,938	\$674,500	\$378,500	\$4,006,683	\$11,138,106	\$1,265,000	\$0	\$0	\$750,000	\$315,849	\$230,732	\$1,207,568
Tomah Branch Line Loop Extension	\$4,424,655	\$216,350	\$135,000	\$378,584	\$2,521,877	\$432,280	\$0	\$0	\$407,055	\$77,560	\$62,049	\$193,900
La Crescent Compressor Station Modifications	\$146,035	\$0	\$1,000	\$56,000	\$53,035	\$30,000	\$0	\$0	\$0	\$3,000	\$3,000	\$0
GRAND TOTAL	\$60,678,722	\$1,609,446	\$1,728,500	\$13,609,092	\$31,781,492	\$4,204,821	\$0	\$0	\$2,944,055	\$1,070,922	\$826,894	\$2,903,500

¹ Taxes are included in total cost of materials

² Freight cost are included in total cost of materials

EXHIBIT N
REVENUES, EXPENSES AND INCOME

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Revenue and Cost of Service
(In \$000)

LINE NO.	DESCRIPTION	Average	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]	[b]	[c]	[d]	[e]	[f]	[g]
1	INCREMENTAL REVENUES	\$ 7,843	\$ 6,339	\$ 6,339	\$ 8,846	\$ 8,846	\$ 8,846
2	INCREMENTAL COST OF SERVICE	\$ 7,750	\$ 8,310	\$ 8,012	\$ 7,733	\$ 7,470	\$ 7,222
3	DIFFERENCE	<u>\$ 94</u>	<u>\$ (1,971)</u>	<u>\$ (1,674)</u>	<u>\$ 1,113</u>	<u>\$ 1,376</u>	<u>\$ 1,624</u>

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Cost of Service

Line No.	Description	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]	[b]	[c]	[d]	[e]	[f]
1	Operating Expenses 1/ Depreciation and	\$ 19,635	\$ 20,126	\$ 20,629	\$ 21,145	\$ 21,673
2	Amortization Expenses 2/	\$ 1,329,692	\$ 1,329,692	\$ 1,329,692	\$ 1,329,692	\$ 1,329,692
3	Taxes					
4	Federal Income Tax 3/	\$ 1,078,910	\$ 1,027,990	\$ 980,162	\$ 935,099	\$ 892,541
5	State Income Tax 4/	\$ 387,566	\$ 369,274	\$ 352,093	\$ 335,906	\$ 320,618
6	Other 5/	\$ 668,279	\$ 668,279	\$ 668,279	\$ 668,279	\$ 668,279
7	Return @ 9.19% 6/	\$ 4,825,543	\$ 4,597,094	\$ 4,382,513	\$ 4,180,341	\$ 3,989,410
8	Total Cost of Service	<u>\$ 8,309,625</u>	<u>\$ 8,012,456</u>	<u>\$ 7,733,368</u>	<u>\$ 7,470,461</u>	<u>\$ 7,222,214</u>

- 1/ Incremental O&M
2/ From Exhibit N, Page 3, Line 14
3/ From Exhibit N, Page 7, Line 12
4/ From Exhibit N, Page 7, Line 15
5/ From Exhibit N, Page 4, Line 2
6/ From Exhibit N, Page 5, Line 5

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Depreciation Expense

Line No.	Description	Months in					
		Service Year 1	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]		[b]	[c]	[d]	[e]	[f]
	<u>Rate 1/</u>						
1	Depreciation Rate		2.59%				
2	Capital Investments						
3	Compression Facilities		\$ -	\$ -	\$ -	\$ -	\$ -
4	Town Border Stations		\$ -	\$ -	\$ -	\$ -	\$ -
5	Main Line Extension		\$ -	\$ -	\$ -	\$ -	\$ -
6	Branch Lines		\$ 60,678,722	\$ 60,678,722	\$ 60,678,722	\$ 60,678,722	\$ 60,678,722
7	Underground Storage		\$ -	\$ -	\$ -	\$ -	\$ -
8	Reimbursable		\$ -	\$ -	\$ -	\$ -	\$ -
9	Sub-total		\$ 60,678,722	\$ 60,678,722	\$ 60,678,722	\$ 60,678,722	\$ 60,678,722
10	CIAC Received (net of gross up)		\$ (9,339,245)	\$ (9,339,245)	\$ (9,339,245)	\$ (9,339,245)	\$ (9,339,245)
11	Total		<u>\$ 51,339,477</u>	<u>\$ 51,339,477</u>	<u>\$ 51,339,477</u>	<u>\$ 51,339,477</u>	<u>\$ 51,339,477</u>
	<u>Depreciation and Amortization Expense</u>						
12	Depreciation - @ 2.59%	12	\$1,329,692	\$1,329,692	\$1,329,692	\$1,329,692	\$1,329,692
13	CIAC Amortization @ 10.00%		-	-	-	-	-
14	Incremental Depreciation Expense		<u>\$1,329,692</u>	<u>\$1,329,692</u>	<u>\$1,329,692</u>	<u>\$1,329,692</u>	<u>\$1,329,692</u>

1/ Depreciation rate of 2.49% and 0.1% negative salvage, pursuant to Northern's Rate Case settlement in Docket No. RP22-1033

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Taxes Other Than Income

<u>Line No.</u>	<u>Description</u> [a]	<u>Year 1</u> [b]	<u>Year 2</u> [c]	<u>Year 3</u> [d]	<u>Year 4</u> [e]	<u>Year 5</u> [f]
1	Ad Valorem Taxes	\$ 668,279	\$ 668,279	\$ 668,279	\$ 668,279	\$ 668,279
2	Total Taxes - Other	<u>\$ 668,279</u>	<u>\$ 668,279</u>	<u>\$ 668,279</u>	<u>\$ 668,279</u>	<u>\$ 668,279</u>

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Return

Line No.	Description	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]	[b]	[c]	[d]	[e]	[f]
1	Plant 1/	\$ 51,339,477	\$ 51,339,477	\$ 51,339,477	\$ 51,339,477	\$ 51,339,477
	Less:					
2	Accumulated Provision for Depreciation and Amort.	\$ (1,329,692)	\$ (2,659,385)	\$ (3,989,077)	\$ (5,318,770)	\$ (6,648,462)
3	Accumulated Deferred Income Taxes	\$ 2,499,950	\$ 1,343,744	\$ 338,451	\$ (531,816)	\$ (1,279,764)
4	Total Rate Base	<u>\$ 52,509,735</u>	<u>\$ 50,023,836</u>	<u>\$ 47,688,850</u>	<u>\$ 45,488,891</u>	<u>\$ 43,411,251</u>
5	Total Rate of Return @ 9.19% 2/	\$ 4,825,543	\$ 4,597,094	\$ 4,382,513	\$ 4,180,341	\$ 3,989,410
6	Return on Equity	\$ 4,046,258	\$ 3,854,702	\$ 3,674,774	\$ 3,505,251	\$ 3,345,154
7	Return on Debt	\$ 779,284	\$ 742,392	\$ 707,739	\$ 675,090	\$ 644,256
8	Total Return on Rate Base	<u>\$ 4,825,543</u>	<u>\$ 4,597,094</u>	<u>\$ 4,382,513</u>	<u>\$ 4,180,341</u>	<u>\$ 3,989,410</u>

1/ The plant balance is net of CIAC

2/ The 9.19% Rate of Return is based on a 12% after tax return on equity and 64% equity capital

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Deferred Taxes

Line No.	Description	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]	[b]	[c]	[d]	[e]	[f]
1	Tax Plant (Excluding CIAC)	\$ -	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828
2	Plant Addition (excl AFUDC) 1/	\$ 59,851,828	\$ -	\$ -	\$ -	\$ -
3	Total Plant	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828
4	CIAC Received (net of gross up)	\$ (9,339,245)	\$ -	\$ -	\$ -	\$ -
5	Total Plant in Service	\$ 50,512,583	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828	\$ 59,851,828
6	Accumulated Deferred Tax %:					
7	Accumulated Tax Depreciation %	5.00%	14.50%	23.05%	30.75%	37.68%
8	Accumulated Tax Depreciation	\$ 2,992,591	\$ 8,678,515	\$ 13,795,846	\$ 18,404,437	\$ 22,552,169
9	Accumulated Book Depreciation %:					
10	Accumulated Book Depreciation % 2/	2.49%	4.98%	7.47%	10.36%	12.95%
11	Accumulated Book Depreciation 3/	\$ 1,329,692	\$ 2,659,385	\$ 3,989,077	\$ 5,318,770	\$ 6,648,462
12	Accumulated Excess Tax Depreciation	\$ (1,662,899)	\$ (6,019,130)	\$ (9,806,769)	\$ (13,085,667)	\$ (15,903,706)
13	Effective Tax Rate 4/	26.541%				
14	CIAC Received from Customers	\$ 11,081,948				
15	Deferred Income Taxes related to CIAC	\$ 2,941,308				
16	Total end of year Accumulated Deferred					
17	Taxes Balance	<u>\$ 2,499,950</u>	<u>\$ 1,343,744</u>	<u>\$ 338,451</u>	<u>\$ (531,816)</u>	<u>\$ (1,279,764)</u>

1/ Excludes total AFUDC amount of \$826,894

2/ Depreciation rate of 2.49% and 0.1% negative salvage was part of the NNG's filed Rate Case settlement in Docket No. RP22-1033

3/ From Exhibit N, Page 3, Line 14

4/ Northern's composite state income tax rate is 7.01447%

NORTHERN NATURAL GAS COMPANY
NL 2025
Estimated Federal and State Income Taxes

Line No.	Description	Year 1	Year 2	Year 3	Year 4	Year 5
	[a]	[b]	[c]	[d]	[e]	[f]
1	Return on Equity 1/	\$ 4,046,258	\$ 3,854,702	\$ 3,674,774	\$ 3,505,251	\$ 3,345,154
2	Return on Debt 1/	\$ 779,284	\$ 742,392	\$ 707,739	\$ 675,090	\$ 644,256
3	Total Return	\$ 4,825,543	\$ 4,597,094	\$ 4,382,513	\$ 4,180,341	\$ 3,989,410
	Less:					
4	Interest expense	\$ (779,284)	\$ (742,392)	\$ (707,739)	\$ (675,090)	\$ (644,256)
	Other Adjustments:					
5	Amortization of AFUDC Equity 2/	1 \$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500
6	Subtotal	\$ (766,784)	\$ (729,891)	\$ (695,238)	\$ (662,589)	\$ (631,756)
7	Taxable Income After Adjustments	\$ 4,058,759	\$ 3,867,202	\$ 3,687,274	\$ 3,517,752	\$ 3,357,654
8	Federal Income Tax (26.582% of line 7)	\$ 1,078,911	\$ 1,027,990	\$ 980,162	\$ 935,099	\$ 892,541
9	Taxable Income Before Income Taxes	\$ 5,137,668	\$ 4,895,193	\$ 4,667,436	\$ 4,452,850	\$ 4,250,195
	Federal Income Tax Applicable to :					
10	Common Equity	\$ 1,075,588	\$ 1,024,668	\$ 976,839	\$ 931,776	\$ 889,218
11	Other Tax Adjustments	\$ 3,323	\$ 3,323	\$ 3,323	\$ 3,323	\$ 3,323
12	Total Federal Income Tax	\$ 1,078,910	\$ 1,027,990	\$ 980,162	\$ 935,099	\$ 892,541
	State Income Tax Applicable to:					
13	Common Equity	\$ 386,623	\$ 368,331	\$ 351,150	\$ 334,963	\$ 319,675
14	Other Tax Adjustments	\$ 943	\$ 943	\$ 943	\$ 943	\$ 943
15	Total State Income Tax (7.5436% of Line 9) 3/	\$ 387,566	\$ 369,274	\$ 352,093	\$ 335,906	\$ 320,618

1/ The 9.19% Rate of Return is based on a 12% after tax return on equity and 12/31/2022 capital structure

2/ AFUDC Equity is taxed as it is recovered

3/ Northern's composite state income tax rate is 7.01447%

EXHIBIT P
TARIFF

NORTHERN NATURAL GAS COMPANY
PROJECT - Northern Lights 2025 Expansion
RATE COMPARISON

	RP22-1033 Settlement Base Rates 1/	Adjusted Rates 2/	Rate Difference	Percent of Change
RATE SCHEDULE				
TF BASE SUMMER	\$9.676	\$9.674	(\$0.002)	0.0%
TF VARIABLE/TFX SUMMER	\$9.676	\$9.674	(\$0.002)	0.0%
TF BASE WINTER	\$17.417	\$17.413	(\$0.004)	0.0%
TF VARIABLE WINTER	\$23.609	\$23.604	(\$0.005)	0.0%
TF5/TFX WINTER	\$25.799	\$25.797	(\$0.002)	0.0%

ASSUMPTIONS:

1/ RP22-1033 Settlement Base Rates

2/ Per Exhibit N, reflects the addition of the Northern Lights 2025 expansion project billing determinants representing the 5 year average revenue and cost of service of \$7.843m and \$7.750m, respectively

EXHIBIT Y
ACCOUNTING ENTRIES

EXHIBIT Y

**Proposed Accounting Journal Entries to Record
Northern Lights 25 - Retirement of 275-Foot of 30-inch Pipe & Valve
Elk River, Minnesota Loop Line MNB-2400087703
Estimated Balances as of October 31, 2025**

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
108	Accumulated Provision for Depreciation of Gas Utility Plant	\$ 532,998	
101	Gas Plant in Service		\$ 532,998
	To retire plant removed from service (Excludes land)		
108	Accumulated Provision for Depreciation of Gas Utility Plant	\$ 389,217	
131	Cash		\$ 389,217
	To record cost of retirement		
131	Cash	\$ 205,861	
108	Accumulated Provision for Depreciation of Gas Utility Plant		\$ 205,861
	To record salvage on 275 feet of 30-inch transmission main & valve retired		
410.1	Provision for Federal Deferred Income Taxes, Utility Operating Income	\$ 128,687	
282	Federal Accumulated Deferred Income Taxes - Other Property		\$ 128,687
190	Federal Accumulated Deferred Income Taxes - Other Property		
410.1	Provision for State Deferred Income Taxes, Utility Operating Income	\$ 34,714	
282	State Accumulated Deferred Income Taxes - Other Property		\$ 34,714
190	State Accumulated Deferred Income Taxes - Other Property		
	To record deferred income taxes on related retirement costs.		
236	Federal Income Taxes Accrued	\$ 128,687	
409.1	Income Taxes, Utility Operating Income		\$ 128,687
236	State Income Taxes Accrued	\$ 34,714	
409.1	Income Taxes, Utility Operating Income		\$ 34,714
	See Page 2 for detail of tax calculation		

Northern Natural Gas Company

Northern Lights 2025

Retirement - 275 feet of 30-inch diameter MNB87703 Elk River 3rd branch line

Work Order 01140142

	A-Line	
	Abandonment	
Proceeds/Salvage	\$ 205,861	√
Cost of Removal	\$ (389,217)	√
Net Tax Basis 190	\$ -	√
Net Tax Basis 282	(464,153)	√
Tax Gain (loss)	<u>\$ (647,509)</u>	√
Fed Tax Rate	19.8741680%	√
State Tax Rate	5.3611050%	√
Fed Current	(128,687)	√
State Current	<u>(34,714)</u>	√
Total Current	<u><u>(163,401)</u></u>	√

	Debit	Credit
411 Fed DIT		
282 Fed ADIT		128,687
410 Fed DIT	128,687	
190 Fed ADIT		-
411 State DIT		
282 State ADIT		34,714
410 State DIT	34,714	
190 State ADIT		-
236 FITA	128,687	0
409.1 IT, OID	0	128,687
236 SITA	34,714	0
409.1 IT, OID	0	34,714

EXHIBIT Z
NORTHERN LIGHTS PROJECTS
PREVIOUSLY FILED WITH COMMISSION

Exhibit Z

Projects Under the Northern Lights Umbrella

Project Name	FERC Docket	Authority	
Northern Lights Phase 1	CP06-403-000	Section 7	118 FERC ¶ 61,136 (2007)
Palmyra North	CP06-433-000	Section 7	119 FERC ¶ 61,111 (2007)
LaCrosse Tomah	CP08-76-000	Prior Notice	
East Leg	CP08-95-000	Prior Notice	
Ventura North II	CP08-56-000	Prior Notice	
West Leg II	CP08-97-000	Prior Notice	
Carlton I	CP08-188-000	Prior Notice	
2009-10 Zone EF Expansion	CP09-11-000	Section 7	127 FERC ¶ 61,133 (2009)
Northern Lights 2017 Expansion	CP16-472-000	Section 7	158 FERC ¶ 61,079 (2017)
Cedar Station Upgrade - Pressure Upgrade	CP16-487-000	Section 7	160 FERC ¶ 61,017 (2017)
Lake Mills	CP17-76-000	Prior Notice	
Rochester Expansion and Northern Lights 2019	CP18-534-000	Section 7	166 FERC ¶ 61,136 (2019)
Northern Lights 2021	CP20-503-000	Section 7	175 FERC ¶ 61,146 (2021)
Northern Lights 2023	CP22-138, et. al.	Section 7	184 FERC ¶ 61,186 (2023)

In addition, 23 projects under the Northern Lights umbrella have been constructed pursuant to the automatic blanket provisions of the commission's regulations and Northern's blanket certificate (CP82-401-000)

EXHIBIT Z-1

FUEL STUDY

Northern Natural Gas Market Area Zone EF Fuel Study

Project Area Throughput Range (Dth/Day)	Anticipated Daily Fuel Usage in Project Area (Dth/Day)		Anticipated Days at Throughput Range per Three- Year Period (Days)		Three-Year Projection of Fuel Use in the Project Area (Dth)		Three-Year Projection of Throughput in the Project Area ⁽¹⁾ (Dth)	
	Existing Facilities	Proposed Facilities	Existing Facilities	Proposed Facilities	Existing Facilities	Proposed Facilities	Existing Facilities	Proposed Facilities
	3,300,000 or greater	29,448	28,401	0	1	0	28,401	0
3,250,000-3,300,000	28,098	27,091	1	0	28,098	0	3,274,465	0
3,150,000-3,250,000	26,360	25,849	0	1	0	25,849	0	3,156,251
3,050,000-3,150,000	25,259	24,839	1	1	25,259	24,839	3,105,157	3,074,475
2,950,000-3,050,000	23,210	22,538	6	11	139,260	247,918	17,906,662	33,032,186
2,850,000-2,950,000	22,124	21,244	8	8	176,992	169,952	23,326,060	23,064,650
2,750,000-2,850,000	21,502	20,614	11	14	236,522	288,596	30,773,121	39,103,640
2,650,000-2,750,000	20,838	20,152	14	9	291,732	181,368	37,860,246	24,277,531
2,550,000-2,650,000	19,201	18,526	10	14	192,010	259,364	25,939,680	36,348,547
2,450,000-2,550,000	18,723	18,021	13	18	243,399	324,378	32,600,831	44,943,921
2,350,000-2,450,000	16,305	15,836	23	20	375,015	316,720	55,292,512	47,902,180
2,250,000-2,350,000	15,726	13,760	21	26	330,246	357,760	48,128,148	59,611,497
2,150,000-2,250,000	13,034	12,675	27	26	351,918	329,550	59,400,890	57,146,871
2,050,000-2,150,000	12,066	11,796	28	24	337,848	283,104	58,814,156	50,478,500
1,950,000-2,050,000	11,338	10,178	33	52	374,154	529,256	65,558,867	103,843,498
1,850,000-1,950,000	9,701	9,690	50	50	485,050	484,500	95,404,376	94,882,905
1,750,000-1,850,000	9,100	9,159	51	46	464,100	421,314	91,931,403	82,493,343
1,650,000-1,750,000	7,618	7,305	54	58	411,372	423,690	91,731,810	98,637,417
1,550,000-1,650,000	7,279	6,985	55	44	400,345	307,340	88,216,212	70,442,560
1,450,000-1,550,000	5,940	5,827	42	38	249,480	221,426	63,096,987	57,213,080
1,350,000-1,450,000	4,318	4,207	39	39	168,402	164,073	54,555,289	54,652,957
1,250,000-1,350,000	3,793	3,692	42	41	159,306	151,372	54,367,443	53,111,800
1,150,000-1,250,000	3,733	3,630	63	73	235,179	264,990	75,389,042	87,603,873
1,050,000-1,150,000	3,624	3,536	101	107	366,024	378,352	110,772,118	117,678,250
950,000-1,050,000	3,457	3,376	125	131	432,125	442,256	124,947,307	131,139,615
850,000-950,000	2,702	2,598	129	121	348,558	314,358	116,395,903	109,234,029
750,000-850,000	1,368	1,342	90	79	123,120	106,018	72,350,927	63,636,779
650,000-750,000	1,088	1,082	43	34	46,784	36,788	30,405,895	23,978,847
550,000-650,000	1,008	1,003	12	7	12,096	7,021	7,419,088	4,316,085
450,000-550,000	447	420	1	0	447	0	539,059	0
3 Year Total			1,093	1,093	7,004,841	7,090,553	1,539,503,654	1,578,330,846
Annual Average					2,334,947	2,363,518	513,167,885	526,110,282
Expected Annual Increase						28,571		12,942,397
Annual Average Fuel Rate							0.455%	0.449%
Expected Fuel Rate Change								-0.006%

(1) Total proposed throughput includes incremental load for both Northern Lights 2023 (CP22-138) and Northern Lights 2025.