

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company
Docket No. RP24-112-000

Issued: November 20, 2023

On October 31, 2023, Northern Natural Gas Company filed revised tariff records¹ to reflect negotiated rate agreements with various shippers and to remove several expired negotiated rate agreements. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective November 1, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

¹ See Appendix.

Appendix

Northern Natural Gas Company
Gas Tariffs
Tariff Records Accepted Effective November 1, 2023

[Sheet No. 66A, Negotiated Rates \(25.0.0\)](#)
[Sheet No. 66B, Negotiated Rates \(25.0.0\)](#)
[Sheet No. 66B.01, Negotiated Rates \(45.0.0\)](#)
[Sheet No. 66B.09, Negotiated Rates \(7.0.0\)](#)
[Sheet No. 66B.13a, Negotiated Rates \(14.0.0\)](#)
[Sheet No. 66B.22b, Negotiated Rates \(37.0.0\)](#)
[Sheet No. 66B.23, Reserved for Future Use \(46.0.0\)](#)
[Sheet No. 66B.24, Negotiated Rates \(37.0.0\)](#)
[Sheet No. 66B.25, Negotiated Rates \(31.0.0\)](#)
[Sheet No. 66B.26a, Negotiated Rates \(34.0.0\)](#)
[Sheet No. 66B.28, Reserved for Future Use \(30.0.0\)](#)
[Sheet No. 66B.32, Negotiated Rates \(19.0.0\)](#)
[Sheet No. 66B.35, Negotiated Rates \(18.0.0\)](#)

Tariff record(s) to be inserted into your copy of
Northern Natural Gas Company's FERC Gas Tariff, Sixth Revised Volume No. 1

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point (s)	Delivery Point (s)
City of Sioux Center Contract 128839	TFX	188/		400	All Market Area Receipt Points	All Market Area Delivery Points
St Croix Valley Natural Gas Contract 21336	TF	200/		1,500	All Market Area Receipt Points	All Market Area Delivery Points
Minnesota Energy Resources Corporation Contract 112486	TFX	204/		45,000	All Market Area Receipt Points	Rochester MN #1D Rochester MN #2 Rochester MN #1B All Market Area Deferred Delivery Points
LSCP, LLC Contract 137887	TFX	220/		788	All Market Area Receipt Points	All Market Area Delivery Points
Rock Rapids Municipal Utilities Contract 138086	TFX	221/		158	All Market Area Receipt Points	All Market Area Delivery Points
Black Hills Service Company, LLC Contract 138109	TFX	222/		4,932	All Market Area Receipt Points	All Market Area Delivery Points
Poet Biorefining - Arthur, LLC Contract 137995	TFX	223/		500	All Market Area Receipt Points	All Market Area Delivery Points
Upper Michigan Energy Resources Corporation Contract 133329	TFX	239/		24,610	All Market Area Receipt Points	UMERC Baraga UMERC Negaunee
Gelita USA Inc. Contract 134917	TFX	240/		200	All Market Area Receipt Points	All Market Area Delivery Points
Minnesota Soybean Processors Contract 135118	TFX	241/		600	All Market Area Receipt Points	All Market Area Delivery Points
City of Duluth, MN Contract 134860	TFX	243/		5,000	All Market Area Receipt Points	All Market Area Delivery Points
City of Crooks, SD Contract 134913	TFX	244/		550	All Market Area Receipt Points	All Market Area Delivery Points
Targa Gas Marketing LLC Contract 134630	TFX	245/		50,000	Oasis/NNG Waha Brownfield Pool Targa Monument Plant Lea Co (R) All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
Madison Gas and Electric Company Contract 130176	TFX	305/		150	All Market Area Receipt Points	All Market Area Delivery Points
Viroqua Gas Company a Division of Madison Gas and Electric Company Contract 137443	TFX	306/		400	All Market Area Receipt Points	All Market Area Delivery Points
Midwest Natural Gas, Inc. Company Contract 137288	TFX	307/		1,535	All Market Area Receipt Points	All Market Area Delivery Points

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Milk Specialties Company Contract 141060	TFX	309		250	All Market Area Receipt Points	All Market Area Delivery Points
Eco-Energy Natural Gas, LLC Contract 135827	TFX	312/		15,000	Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del OneOk Westex Reeves El Paso/NNG Waha Agua Blanca Pecos Co
Eco-Energy Natural Gas, LLC Contract 138211	TFX	333/		50,567	Vaquero Caymus Plant Pecos Co Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
Targa Gas Marketing LLC Contract 140690	TFX	334/		424,350	See footnote 334	See footnote 334
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Contract 139022	TFX	337/		34,880	All Market Area Receipt Points	All Market Area Delivery Points
Midwest Natural Gas, Inc. Contract 137389	TFX	338/		1,354	All Market Area Receipt Points	All Market Area Delivery Points
Sequent Energy Management LLC Contract 138871	TFX	340/		5,000	Brownfield Pool	NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 138872	TFX	341/		10,700	TW/NNG Estes Ward All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation
Macquarie Energy LLC Contract 138870	TFX	343/		10,000	Brownfield Pool	NNG Demarcation Demarc Def. Delivery
Freepoint Commodities LLC Contract 139181	TFX	344/		32,364	Pampa Pool All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Pampa Pool Demarc Def. Delivery
Targa Gas Marketing LLC Contract 132908	TFX	348/		50,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
WTG Midstream Marketing, LLC Contract 142070	TFX	349/		33,000	WTG Sonora- Benedum Plants WTG Martin County	Atmos Spraberry Enterprise Texas Pipeline Spraberry GCX Spraberry Whistler Pipeline - Spraberry

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Coronado Midstream LLC Contract 142112	TFX	350/		25,000	Coronado Midmar Martin Co	Brownfield Pool
Mile Lacs Corporate Ventures Contract 141058	TF	353/		125	All Market Area Receipt Points	All Market Area Delivery Points
Tenaska Marketing Ventures Contract 132668	TFX	356/		20,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
WTG Midstream Marketing, LLC Contract 141947	TFX	357/		20,000	WTG Martin County All Field Area MID 1 - MID 7 Receipt Points	Oneok Westex Seagraves WTG Winkler Co. Agua Blanco Pecos Co El Paso/NNG Waha GCX Waha Oasis/NNG Waha Oneok Westex Reeves Permian Highway Delivery Trans-Pecos Heb Pecos Co
Tenaska Marketing Ventures Contract 141028	TFX	358/		20,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
EDF Trading North America, LLC Contract 142588	TFX	359/		50,000	NBPL/NNG Ventura Ventura Pool Grundy Center	ANR/NNG Janesville Nicor-East Dubuque
Hartree Partners, LP Contract 140119	TFX	361/		40,000	NNG Demarcation Ventura Pool	ANR/NNG Janesville
Hartree Partners, LP Contract 140120	TFX	362/		30,000	TBPL Beatrice	NNG Demarcation Demarc Def. Delivery
Koch Energy Services, LLC Contract 122707/804876	PDD	363/		500,000	Demarc Def. Delivery	Demarc Def. Delivery
Eco-Energy Natural Gas, LLC Contract 141380	TFX	365/		15,000	Oneok Westex Seagraves All Field Area MID 1 - MID 7 Receipt Points	El Paso Plains 26 Del Agua Blanco Pecos Co El Paso/NNG Waha Oneok Westex Reeves
Eco-Energy Natural Gas, LLC Contract 141587	TFX	368/		31,555	Pampa Pool All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Pampa Pool Demarc Def. Delivery

200/ For the period 11/1/2023 through 10/31/2038, the shipper shall pay a monthly reservation charge equal to the applicable contract MDQ multiplied by the sum of (i) Maximum TF5 Reservation Rate minus \$19.4710, plus (ii) Maximum TF12 Base Winter Reservation Rate minus \$13.1450, plus (iii) Maximum TF12 Base Summer Reservation Rate minus \$7.3030, plus (iv) Maximum TF12 Variable Winter Reservation Rate minus \$17.8180, plus (v) Maximum TF12 Variable Summer Reservation Rate minus \$7.3030, plus (vi) \$20.1509; provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$20.1509 (Negotiated Reservation Rate). Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

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

For the period 11/1/2023 through 10/31/2024:

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

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

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

- 305/ For the period 11/01/2020 (Beginning Date) through 10/31/2030, Shipper shall pay a monthly reservation charge equal to \$0.4564/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

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

- 306/ For the period 11/01/2020 (Beginning Date) through 10/31/2030, Shipper shall pay a monthly reservation charge equal to \$0.9850/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

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

- 307/ For the period 11/01/2020 through 3/31/2030, Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) the monthly maximum reservation rate set forth in Northern's FERC Gas Tariff minus \$15.153, plus (ii) \$101.0011; provided that the sum of (i) and (ii) shall never be less than \$101.0011.

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

- 309/ For the period 11/01/2023 through 10/31/2033, Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) annual average of the Maximum Reservation Rate minus \$12.3730, plus (ii) \$26.8827, provided the sum of (i) and (ii) shall never be less than \$26.8827 (Negotiated Reservation Rate).

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

344/ For the period 11/1/2023 through 11/30/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.04; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

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

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

348/ For the period 11/01/2023 through 12/31/2025, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.48/Dth (rate) multiplied by 30.4 and shall include all applicable surcharges.

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

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

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

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

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

350/ For the period 11/1/2023 through 03/31/2024, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.208/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

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

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

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

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

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

353/ For the period 11/1/2023 through 10/31/2028, Shipper shall pay a monthly reservation charge equal to the applicable contract MDQ multiplied by the sum of (i) Maximum TF5 Reservation Rate minus \$19.4710, plus (ii) Maximum TF12 Base Winter Reservation Rate minus \$13.1450, plus (iii) Maximum TF12 Base Summer Reservation Rate minus \$7.3030, plus (iv) Maximum TF12 Variable Winter Reservation Rate minus \$17.8180, plus (v) Maximum TF12 Variable Summer Reservation Rate minus \$7.3030, plus \$15.8171 (vi); provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$15.8171 (Negotiated Reservation Rate). Northern may adjust the rate in the event there is a delay in the in-service date of Northern's Project facilities in order to remain revenue indifferent.

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

357/ For the period 11/1/2023 through 3/31/2024, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.25/Dth (Rate) multiplied by 30.4 and shall include all applicable surcharges.

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

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

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

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

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

359/ For the period 11/1/2023 through 11/30/2023, the total daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ where (D) = the Midpoint price from "Gas Daily" Chicago Citygate less \$0.01; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180) and NICOR-EAST DUBUQUE (POI 234); (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than \$0.01. The monthly charge will be the sum of all daily Rates.

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

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

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

365/ For the period 11/1/2023 through 11/30/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F)] \text{ times } S \text{ times } P$ where (D) = the Index price from "Gas Daily" ICE El Paso, Plains Pool; (R) = the Midpoint price from "Gas Daily" Waha; (I) = \$0.05; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Plains 26 Del (POI 2618) from fuel Section 1; (S) = 0.90; and (P) = the actual % of MDQ scheduled on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } (R \text{ plus } I) \text{ divided by } F)] \text{ times } S$ be less than \$0.02. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

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

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

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

368/ For the period 11/1/2023 through 11/30/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.04; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed above located in MIDs 8 through 16B, Shipper shall pay the above "Rate" where in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.45. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.45/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Pampa Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.45/Dth/day charge for deliveries to points located in MIDs 1 through 16A; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.- Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 15,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.