

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company
Docket No. RP24-191-000

Issued: December 13, 2023

On November 30, 2023, Northern Natural Gas Company filed tariff records¹ to reflect new negotiated rate agreements with various shippers, revised negotiated rate agreements with various shippers to extend the terms of the agreements, and the removal of 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 December 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 December 1, 2023:

[Sheet No. 66B, Negotiated Rates \(26.0.0\)](#)
[Sheet No. 66B.01, Negotiated Rates \(46.0.0\)](#)
[Sheet No. 66B.18, Negotiated Rates \(32.0.0\)](#)
[Sheet No. 66B.22b, Negotiated Rates \(38.0.0\)](#)
[Sheet No. 66B.28, Negotiated Rates \(31.0.0\)](#)
[Sheet No. 66B.29, Negotiated Rates \(32.0.0\)](#)
[Sheet No. 66B.30, Negotiated Rates \(20.0.0\)](#)
[Sheet No. 66B.31, Negotiated Rates \(26.0.0\)](#)
[Sheet No. 66B.32, Negotiated Rates \(20.0.0\)](#)
[Sheet No. 66B.33, Negotiated Rates \(16.0.0\)](#)
[Sheet No. 66B.35, Negotiated Rates \(19.0.0\)](#)
[Sheet No. 66B.36, Negotiated Rates \(13.0.0\)](#)

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/

<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
Tuls Renewable Energy LLC Contract 142381	TFX	339/		224	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 142658	TFX	359/		50,000	NBPL/NNG Ventura Ventura Pool Grundy Center	ANR/NNG Janesville Nicor-East Dubuque
ETC Marketing, LTD. Contract 142637	TFX	360/		47,666	Mid-Continent Def. Delivery	NNG Demarcation
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
ETC Marketing, LTD. Contract 129229/805095	PDD	363/		1,500,000	Mid-Continent Def. Delivery	Mid-Continent Def. Delivery
ETC Marketing, LTD. Contract 142638	TFX	364/		50,000	NNG Demarcation	Mid-Continent 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
Koch Energy Services, LLC Contract 142643	TFX	366/		31,777	Mid-Continent Def. Delivery	NNG Demarcation
Koch Energy Services, LLC Contract 122707/805098	PDD	367/		1,000,000	Mid-Continent Def. Delivery	Mid-Continent Def. Delivery
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
Koch Energy Services, LLC Contract 142646	TFX	369/		33,333	NNG Demarcation	Mid-Continent Def. Delivery

337/ For the period 11/1/2021 through 10/31/2034, Shipper shall pay a monthly reservation charge equal to the Contract MDQ multiplied by \$32.9627/Dth.

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.

The MDQ for the winter season during the months of November through March is 34,880 Dth/day.

The MDQ for the summer season during the months of April through October is 20,928 Dth/day.

338/ For the period 11/1/2021 through 10/31/2031, the Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) maximum reservation rate minus \$15.153, plus (ii) \$50.5917; provided that the sum of (i) and (ii) shall never be less than \$50.5917.

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.

339/ For the period 12/1/2023 through 11/30/2033, Shipper shall pay a total monthly reservation charge equal to \$5.6999/Dth multiplied by the contract MDQ multiplied by 30.4.

In addition to the reservation charge 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.

344/ For the period 12/1/2023 through 12/31/2023, 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.

359/ For the period 12/1/2023 through 12/31/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.02 plus the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ where (D) = the Midpoint price from "Gas Daily" Alliance, into interstates; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180) and NICOR-EAST DUBUQUE (POI 234); (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than \$0.02. The monthly charge will be the sum of all daily Rates.

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

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

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

360/ For the period 12/01/2023 through 12/31/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Formula Rate." The "Formula Rate" shall equal the arithmetic value obtained from the formula $(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F))$, where (D) = December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Northern, demarc; (R) = December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Panhandle, Tx.-Okla.; (I) = \$0.051; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2. The monthly charge will be the sum of all daily charges from the formula above.

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 Formula 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 1 through 7, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts "Gas Daily" Panhandle, Tx.-Okla. less the Midpoint price of Platts "Gas Daily" Waha. In addition to the foregoing, delivered quantities on any day from receipt points not listed in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 receipt point listed for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Formula Rate.

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 Formula Rate set forth above.

361/ For the period 1/1/2023 through 10/31/2024, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.1575 plus 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" Chicago Citygate; (R) = the lesser of the Midpoint price from "Gas Daily" Northern, Ventura or Northern, demarc; (I) = \$0.025; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180); (S) = 0.95; and (P) = the actual % of MDQ scheduled on the 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 the applicable Market Area commodity rate.

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 other receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.25/Dth/day during the Summer months (April through October) or \$0.65/Dth/day during the Winter months (November through March) for each day for any quantity received or delivered at any point not listed.

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.

If any primary points are realigned, Shipper shall pay \$0.40/Dth/day in addition to the rates above for the entire contract MDQ for the remaining term of the Agreement; provided however, if Shipper and Northern mutually agree to a realignment between points located in MIDs 16-B through 17, the rate for such agreed upon realignment will be the Rate set forth above.

362/ For the period 1/1/2023 through 10/31/2024, the Total Monthly Charge for the Contract MDQ, including all applicable surcharges, shall be the MDQ multiplied by \$0.7270/Dth/day during the Winter months (November through March) and the MDQ multiplied by \$0.2633/Dth/day during the Summer months (April through October) multiplied by the applicable number of days in the month.

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. Shipper agrees that if any other receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rates set forth above plus \$0.65/Dth/day during the Winter months (November through March) or \$0.25/Dth/day during the Summer months (April through October) for each day for any quantity received or delivered at any point not listed.

If any primary points are realigned, Shipper shall pay \$0.40/Dth/day in addition to the rates above for the entire contract MDQ for the remaining term of the Agreement; provided however, if Shipper and Northern mutually agree to a realignment between points located in MIDs 16-B through 17, the rate for such agreed upon realignment will be the applicable Rate set forth above.

363/ The Total Transaction Charges for the months of December 2023 through March 2024 is \$0.0000.

The Total Transaction Rate for April 2024 shall use the formula: (i) December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Panhandle, Tx-Okla. minus (ii) April 2024 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Northern, demarc minus (iii) \$0.10 ("Formula Rate"). The Transaction charges for April 2024 shall be the Formula Rate multiplied by the Contract Total Quantity.

The Formula Rate above is subject to the use of this PDD Transaction with transportation Contract No. 142637 in December 2023 and transportation Contract No. 142638 in April 2024. If any other transportation contract is scheduled into or out of this PDD Transaction, Shipper shall pay the Transaction Rate above, plus an additional \$0.40 multiplied by the Contract Total Quantity.

364/ For the period 4/01/2024 through 4/30/2024, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.05/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 and for delivery to PDD Transaction No. 805095. Shipper agrees that if any receipt or delivery points not listed are used either on a primary or alternate basis or a contract other than PDD Transaction No. 805095 is used the Rate set forth above will not be applicable and Shipper shall pay the higher of \$0.40/Dth/day or the Midpoint price of Platts "Gas Daily" Northern, demarc less the Midpoint price of Platts "Gas Daily" Waha per day for the entire contract MDQ for the full term of the Agreement.

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.

365/ For the period 12/1/2023 through 12/31/2023, 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.

366/ For the period 12/01/2023 through 12/31/2023, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Formula Rate." The "Formula Rate" shall equal the arithmetic value obtained from the formula $(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F))$, where (D) = December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Northern, demarc; (R) = December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Panhandle, Tx.-Okla.; (I) = \$0.051; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2. The monthly charge will be the sum of all daily charges from the formula above.

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 Formula 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 1 through 7, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts "Gas Daily" Panhandle, Tx.-Okla. less the Midpoint price of Platts "Gas Daily" Waha. In addition to the foregoing, delivered quantities on any day from receipt points not listed in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 receipt point listed for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Formula Rate.

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 Formula Rate set forth above.

367/ The Total Transaction Charges for the months of December 2023 through August 2024 is \$0.0000.

The Total Transaction Rate for September 2024 shall use the formula: (i) December 2023 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Panhandle, Tx.-Okla. minus (ii) September 2024 "Inside FERC's Gas Market Report" Monthly Bidweek Spot Gas Prices Index price for Northern, demarc minus (iii) \$0.10 ("Formula Rate"). The Transaction charges for September 2024 shall be the Formula Rate multiplied by the Contract Total Quantity.

The Formula Rate above is subject to the use of this PDD Transaction with transportation Contract No. 142643 in December 2023 and transportation Contract No. 142646 in September 2024. If any other transportation contract is scheduled into or out of this PDD Transaction, Shipper shall pay the Transaction Rate above, plus an additional \$0.40 multiplied by the Contract Total Quantity.

368/ For the period 12/1/2023 through 12/31/2023, 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.

369/ For the period 9/01/2024 through 9/30/2024, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.05/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 and for delivery to PDD Transaction No. 805098. Shipper agrees that if any receipt or delivery points not listed are used either on a primary or alternate basis or a contract other than PDD Transaction No. 805098 is used the Rate set forth above will not be applicable and Shipper shall pay the higher of \$0.40/Dth/day or the Midpoint price of Platts "Gas Daily" Northern, demarc less the Midpoint price of Platts "Gas Daily" Waha per day for the entire contract MDQ for the full term of the Agreement.

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.