FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company Docket No. RP25-135-000

Issued: November 22, 2024

On October 31, 2024, Northern Natural Gas Company filed tariff records¹ to reflect new negotiated rate agreements, update existing negotiated rate agreements and remove expired negotiated rate agreements with various customers. 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, 2024, 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 FERC Gas Tariffs

Tariff Records Accepted Effective November 1, 2024:

Part 5, Negotiated Rates (2.0.0)

Section 3, (1.0.0)

Section 29, (1.0.0)

Section 30, (1.0.0)

Section 31, (1.0.0)

Section 32, (1.0.0)

Section 33, (1.0.0)

Section 34, (1.0.0)

Section 35, (1.0.0)

Section 36, (1.0.0)

Section 37, (1.0.0)

Section 38, (1.0.0)

Section 39, (1.0.0)

Section 40, (1.0.0)

Section 41, (1.0.0)

Section 42, (1.0.0)

Section 43, (1.0.0)

Section 44, (1.0.0)

Section 45, (1.0.0)

Section 46, (1.0.0)

Section 47, (1.0.0)

Section 48, (1.0.0) Section 49, (1.0.0)

Section 50, (1.0.0)

Section 51, (1.0.0)

Section 51, (1.0.0) Section 52, (2.0.0)

Section 53, (3.0.0)

Section 54, (2.0.0)

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

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Part 5 - Negotiated Rates Section 3 Version 1.0.0

Shipper Name: St. Croix Valley Natural Gas Company, Inc.

Contract No.: 21336
Rate Schedule: TF

Term of Negotiated Rate: 11/01/2024 through 10/31/2039

Non-conforming Agreement: No

Winter Quantity Dth/day: See below Summer Quantity Dth/day: See below

Receipt Points: All Market Area Receipt Points
Delivery Points: All Market Area Delivery Points

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 11/1/2024 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.

For the period 11/1/2038 through 10/31/2039:

The firm maximum daily quantity of the Agreement is 375 Dth/day of TF12 and 1,125 Dth/day of TF5 entitlement.

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Part 5 - Negotiated Rates Section 29 Version 1.0.0

Shipper Name: Wisconsin Gas LLC

Contract No.: 140754
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2034

Non-conforming Agreement: No Winter Quantity Dth/day: 1,000 Summer Quantity Dth/day: 1,000

Receipt Points: All Market Area Receipt Points
Delivery Points: All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$17.3432 provided the sum of (i) and (ii) shall never be less than \$17.3432 (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.

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.

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Part 5 - Negotiated Rates Section 30 Version 1.0.0

Shipper Name: Midwest Natural Gas, Inc.

Contract No.: 141061
Rate Schedule: TF

Term of Negotiated Rate: 11/01/2024 through 10/31/2033

Non-conforming Agreement: No Winter Quantity Dth/day: 3,168 Summer Quantity Dth/day: 1,774

Receipt Points: All Market Area Receipt Points
Delivery Points: All Market Area Delivery Points

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) \$25.7561; provided the sum of (i), (ii), (iii), (iv), (v), and (vi) shall never be less than \$25.7561 (Negotiated Reservation Rate).

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.

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Part 5 - Negotiated Rates Section 31 Version 1.0.0

Shipper Name: Black Hills Service Company, LLC

Contract No.: 142878
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2034

Non-conforming Agreement: No Winter Quantity Dth/day: 8,470 Summer Quantity Dth/day: 8,470

Receipt Points: All Market Area Receipt Points
Delivery Points: All Market Area Delivery Points

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) \$44.6788 provided the sum of (i) and (ii) shall never be less than \$44.6788 (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.

In addition to the Negotiated Reservation Rate, Shipper will (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.

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Part 5 - Negotiated Rates Section 32 Version 1.0.0

Shipper Name: Greater Minnesota Gas, Inc.

Contract No.: 140995
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2029

Non-conforming Agreement: No Winter Quantity Dth/day: 1,000 Summer Quantity Dth/day: 1,000

Receipt Points: All Market Area Receipt Points
Delivery Points: All Market Area Delivery Points

Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$15.8171 provided the sum of (i) and (ii) shall never be less than \$15.8171 (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.

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.

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Part 5 - Negotiated Rates Section 33 Version 1.0.0

Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 135827
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2026

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

Receipt Points: Vaquero Caymus Plant Pecos Co, All Field Area MID 1 – MID 7 Receipt

Points

Delivery Points: El Paso/NNG Plains 26 Del, OneOk Westex Reeves, El Paso/NNG

Waha, Agua Blanca Pecos Co

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.35/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 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B, and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any Field Area receipt point located in MIDs 8 through 16A for delivery to EI Paso Plains Del. 26 (POI 2618), or 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set 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.

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Part 5 - Negotiated Rates Section 34 Version 1.0.0

Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 138211
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 50,600 Summer Quantity Dth/day: 50,600

Receipt Points: Vaquero Caymus Plant Pecos Co, Brownfield Pool, All Field Area MID 1

- MID 7 Receipt Points

Delivery Points: Brownfield Pool, NNG Field/MKT Demarcation-16B, Demarc Def.

Delivery

For the period 11/01/2024 through 03/31/2025 during the Winter Months of November through March, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation-16B (POI 37654) (Demarc) from Fuel Section 1, (S) = 0.95; (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.15 then "P" will be equal to 0.4941. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$0.6184. When the Formula Rate is greater than \$0.6184, the Adjusted Formula Rate shall equal \$0.6184. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the Winter Months of November through March.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

For the period 04/01/2025 through 10/31/2025 during the Summer Months of April through October, the rate provisions are amended as follows:

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation-16B (POI 37654) (Demarc) from Fuel Section 1, (S) = 0.95; (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.15 then "P" will be equal to 0.4941. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05.

For the period 11/01/2024 through 10/31/2025, the rate provisions are amended as follows:

Shipper's charges in paragraphs 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 Rates set forth in paragraphs above are 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 Brownfield Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; 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 25,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth in paragraphs above.

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Part 5 - Negotiated Rates Section 35 Version 1.0.0

Shipper Name: Tenaska Marketing Ventures

Contract No.: 143407 Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 6,250 Summer Quantity Dth/day: 0

Receipt Points: Brownfield Pooling Point, Enterprise Navitas Newberry Plant, All Field

Area MID 1 – MID 7 Receipt Points

<u>Delivery Points</u>: Brownfield Pooling Point

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs 1.d. and 1.e. below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times C times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (I) = 0.03; (C) = 0.24847; (S) = 0.95. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times C times S] be less than 0.00. The monthly charge will be the sum of all daily charges from the formula above.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$0.3429. When the Formula Rate is greater than \$0.3429, the Adjusted Formula Rate shall equal \$0.3429.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

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 located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage at the Formula Rate set forth above.

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 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Formula Rate set forth above

FERC Gas Tariff

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Part 5 - Negotiated Rates Section 36 Version 1.0.0

Shipper Name: Tenaska Marketing Ventures

Contract No.: 143411 Rate Schedule: TFX

11/01/2024 through 03/31/2025 Term of Negotiated Rate:

Non-conforming Agreement: Winter Quantity Dth/day: 18,300 Summer Quantity Dth/day:

Receipt Points: Brownfield Pooling Point, Oneok Westex Seagraves Def Delivery, Palo

Duro Pampa Def. Delivery, All Field Area MID 1 – MID 7 Receipt Points

Delivery Points: NNG Field/MKT Demarcation - 16B, Oneok Westex Seagraves Def

Delivery, Palo Duro Pampa Def. Delivery

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times C times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (I) = \$0.03; (C) = 0.24847; (S) = 0.95. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times C times S] be less than \$0.00. The monthly charge will be the sum of all daily charges from the formula above.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$0.3429. When the Formula Rate is greater than \$0.3429, the Adjusted Formula Rate shall equal \$0.3429.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

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 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 8 through 16B Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B except quantities may be delivered to the Brownfield Pooling Point at the Formula Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of \$0.40/Dth/day 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 Formula 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 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Formula Rate set forth above.

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Part 5 - Negotiated Rates Section 37 Version 1.0.0

<u>Shipper Name</u>: Targa Gas Marketing LLC

Contract No.: 143121 Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 5,000 Summer Quantity Dth/day: 5,000

Receipt Points: Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.55/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 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 \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage at the rates set forth above.

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.

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Part 5 - Negotiated Rates Section 38 Version 1.0.0

Shipper Name: ETC Marketing, Ltd.

Contract No.: 143381
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 5,900 Summer Quantity Dth/day: 0

Receipt Points: ETC Tippett Plant

<u>Delivery Points</u>: Oneok Westex Seagraves, Brownfield Pooling Point, MID 1-7 Pooling

Point, Oneok Westex Reeves, All Field Area MID 1-7 inter- and intrastate

pipeline interconnects

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.1850/Dth 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 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, 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 through 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 through 16A for delivery to Oneok Westex Seagraves, or 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 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Formula Rate set forth above.

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Part 5 - Negotiated Rates Section 39 Version 1.0.0

<u>Shipper Name</u>: Targa Gas Marketing LLC

Contract No.: 140690 Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2027

Non-conforming Agreement: No Winter Quantity Dth/day: 56,050 Summer Quantity Dth/day: 52,000

Receipt Points: Brownfield Pooling Point, Targa Buffalo Plant Martin Co, All Field Area

MID 1 - MID 7 Receipt Points

Delivery Points: NNG Field/Mkt Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.62/Dth 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 Rates set forth above are 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 \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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, (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.

Subject to available capacity, Shipper may realign between its processing plants located in MIDs 3 and 6 at the Rate set forth above. If primary points are realigned to any other points, 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.

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Part 5 - Negotiated Rates Section 40 Version 1.0.0

<u>Shipper Name</u>: Targa Gas Marketing LLC

Contract No.: 142852 Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No
Winter Quantity Dth/day: 26,000
Summer Quantity Dth/day: 0

Receipt Points: See below Delivery Points: See below

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$2.7180/Dth (Rate) 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, 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 below. For any delivered quantities on any day from receipt points located in MIDs 1-16B, not listed below, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to delivery points not listed below, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1-16A; except quantities may be delivered to the Brownfield Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to points listed below; (ii) \$0.40/Dth/day for any deliveries that exceed the MDQ at Oasis/NNG Waha; and (iii) 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 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.

Receipt Points - Brownfield Pool, Midland-Permian Pipeline, and all receipts from Targa plants.

Delivery Points - Brownfield Pool, Oasis/NNG Waha, and all delivery points, except city gates and other end-user points, located in Ward, Reeves, and Pecos, Counties, Texas in MIDs 3 and 4.

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Part 5 - Negotiated Rates Section 41 Version 1.0.0

<u>Shipper Name</u>: Tenaska Marketing Ventures

Contract No.: 132668
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 20,000 Summer Quantity Dth/day: 20,000

Receipt Points: Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

For the period 11/01/2024 through 03/31/2025 during the Winter Months of November through March, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be

calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate shall equal the Formula Rate, except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the Winter Months of November through March.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

For the period 04/01/2025 through 10/31/2025 during the Summer Months of April through October, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate. "The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.95. However, when calculating the "Formula Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.00. The monthly charge is the sum of the daily charges for the applicable month.

For the period 11/01/2024 through 10/31/2025, the rate provisions are amended as follows:

Shipper's charges in paragraphs 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 Rates set forth in paragraphs above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points,

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Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rates set forth in paragraphs above.

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Part 5 - Negotiated Rates Section 42 Version 1.0.0

Shipper Name: Tenaska Marketing Ventures

Contract No.: 141028
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 10/31/2026

Non-conforming Agreement: No Winter Quantity Dth/day: 20,000 Summer Quantity Dth/day: 20,000

Receipt Points: Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$1.05/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. For any delivered quantities on any day from receipt points not listed, 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 \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. 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 Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 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. 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.

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Part 5 - Negotiated Rates Section 43 Version 1.0.0

<u>Shipper Name</u>: ETC Marketing, Ltd.

Contract No.: 143397
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 30,000 Summer Quantity Dth/day: 0

Receipt Points: PEPL/Mullinville Def. Delivery, PEPL/NNG Mullinville

<u>Delivery Points:</u> NNG Field/Mkt Demarcation – 16B, PEPL/Mullinville Def. Delivery

Shipper shall pay a monthly reservation charge equal to the Contract MDQ multiplied by \$6.7950/Dth (Rate).

In addition to the negotiated reservation Rate above, Shipper will (i) pay a commodity rate equal to the commodity rate 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.

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.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Plans Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered 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 8 through 16A 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 15,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

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Shipper Name: Macquarie Energy LLC

Contract No.: 143909
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 20,000 Summer Quantity Dth/day: 0

Receipt Points: PEPL/NNG Mullinville

Delivery Points: NNG Field/Mkt Demarcation -16B

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = (((R/(1-0.0075))+0.0877))-R; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.95; and (P) = the actual % of MDQ scheduled on this contract except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.25 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.10.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate shall equal the Formula Rate, except when the Formula Rate is greater than \$0.45. When the Formula Rate is greater than \$0.45, the Adjusted Formula Rate shall equal \$0.45. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

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 from alternate receipt points in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. 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, for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc, or (2) any receipt point located in MIDs 8 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above, except "I" in the formula will be equal to zero.

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Part 5 - Negotiated Rates Section 45 Version 1.0.0

Shipper Name: Macquarie Energy LLC

Contract No.: 143910
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 20,000 Summer Quantity Dth/day: 0

Receipt Points: PEPL/NNG Mullinville

Delivery Points: NNG Field/Mkt Demarcation - 16B

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = (((R/(1-0.0075))+0.0877))-R; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); and (S) = 0.95. However, when calculating the "Formula Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterruptible basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ

shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$0.45. When the Formula Rate is greater than \$0.45, the Adjusted Formula Rate shall equal \$0.45. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

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 from alternate receipt points in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. 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, for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc, or (2) any receipt point located in MIDs 8 through 16A for 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above, except "I" in the formula will be equal to zero.

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Part 5 - Negotiated Rates Section 46 Version 1.0.0

Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 141380
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 11/30/2024

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

Receipt Points: Oneok Westex Seagraves, All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: El Paso/NNG Plains 26 Del, Agua Blanca Pecos Co, El Paso/NNG

Waha, Oneok Westex Reeves

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

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

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

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

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

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

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a

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realignment between points located in MIDs 1 through 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

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Part 5 - Negotiated Rates Section 47 Version 1.0.0

Shipper Name: EDF Trading North America, LLC

Contract No.: 143045
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 11/30/2024

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

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

(MID 17-192)

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

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

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

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

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

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Part 5 - Negotiated Rates Section 48 Version 1.0.0

<u>Shipper Name</u>: ETC Marketing, LTD.

Contract No.: 143084
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 03/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 88,550 Summer Quantity Dth/day: 0

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

Receipt Points

Delivery Points: Pampa Pooling Point, NNG Field MKT Demarcation - 16B, Demarc Def.

Delivery

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.065; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not 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 \$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 Def. -Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not located in MIDs 1 through 16A.

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If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 28,550 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

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Part 5 - Negotiated Rates Section 49 Version 1.0.0

Shipper Name: Freepoint Commodities LLC

Contract No.: 139181 Rate Schedule: TFX

11/01/2024 through 11/30/2024 Term of Negotiated Rate:

Non-conforming Agreement: Winter Quantity Dth/day: 32,385 Summer Quantity Dth/day: 0

Receipt Points: Pampa Pooling Point, All Field Area MID 1 – MID 7 Receipt Points **Delivery Points:** Pampa Pooling Point, NNG Field MKT Demarcation - 16B, Demarc Def.

Delivery

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

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

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

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

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

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

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Part 5 - Negotiated Rates Section 50 Version 1.0.0

Shipper Name: Tenaska Marketing Ventures

Contract No.: 141933
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 11/30/2024

Non-conforming Agreement: No
Winter Quantity Dth/day: 18,442
Summer Quantity Dth/day: 0

Receipt Points: PEPL/NNG Mullinville, All Field Area MID 13 – MID 16A Receipt Points

<u>Delivery Points</u>: NNG Field MKT Demarcation - 16B

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.10; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.20 then "P" will be equal to 1.0. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.07. 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 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 below. For any delivered quantities from alternate receipt points in MIDs 8 through 12, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed below in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered 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 8 through 16A for delivery to any Field Area delivery point not listed in MIDs 1 through 16A.

Part 5 - Negotiated Rates Section 50 Version 1.0.0

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.

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Part 5 - Negotiated Rates Section 51 Version 1.0.0

<u>Shipper Name</u>: Citadel Energy Marketing LLC

Contract No.: 143942
Rate Schedule: TFX

Term of Negotiated Rate: 11/01/2024 through 11/08/2024

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

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

Delivery Points: Oneok Westex Seagraves

Shipper shall pay a daily charge equal to (i) the Contract MDQ multiplied by \$0.02/Dth; and (ii) an incremental \$0.25/Dth for any quantities delivered to ONEOK WESTEX SEAGRAVES (POI 1504) (Rate). The Rate includes all applicable surcharges. The total charge is the sum of the daily charges in (i) and (ii) above.

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees that if any receipt or delivery points not listed are used either on a primary or alternate basis, the Rate set forth above will not be applicable and Northern's maximum reservation and commodity rates will apply for the entire contract MDQ during the period any points not listed are used.

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

Part 5 - Negotiated Rates Section 52 Version 2.0.0

Reserved for Future Use

Part 5 - Negotiated Rates Section 53 Version 3.0.0

Reserved for Future Use

Part 5 - Negotiated Rates Section 54 Version 2.0.0

Reserved for Future Use