

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company  
Docket No. RP25-632-000

Issued: March 13, 2025

On February 28, 2025, Northern Natural Gas Company filed revised tariff records<sup>1</sup> to include the addition of foreign entity provisions to the firm and interruptible throughput, storage, and interruptible liquefaction and delivery service *pro forma* service agreements. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective April 1, 2025, 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

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<sup>1</sup> See Appendix.

**Appendix**

Northern Natural Gas Company  
FERC Gas Tariffs

*Tariff Records Accepted Effective April 1, 2025*

- [Section 1, Firm Throughput Service Agreements \(1.0.0\)](#)
- [Section 2, Segmented Firm Throughput Service Agreements \(1.0.0\)](#)
- [Section 3, Interruptible Throughput Service Agreement \(1.0.0\)](#)
- [Section 4, SMS Service Agreement \(1.0.0\)](#)
- [Section 5, FDD Agreements \(1.0.0\)](#)
- [Section 6, PDD Service Agreement \(1.0.0\)](#)
- [Section 7, IDD Service Agreement \(1.0.0\)](#)
- [Section 9, ILD Service Agreement \(1.0.0\)](#)

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

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Throughput Service Agreement  
Rate Schedule [insert proper rate schedule]  
(TF, TFX & GS-T Rate Schedules)  
[Attach applicable Appendices]

Date: \_\_\_\_\_

Shipper's Name and Address for Notices

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_  
The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment

(or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[WHERE APPLICABLE]

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Northern Natural Gas Company  
Amendment to [insert proper rate schedule] [Throughput, as applicable] Service Agreement  
(TF, TFX, GS-T, TI, SMS, MPS, ILD, IDD, PDD, & FDD Rate Schedules)

Date: \_\_\_\_\_

Shipper Name: \_\_\_\_\_

Contract No.: \_\_\_\_\_ (Agreement)

[If applicable] Amendment No.: \_\_\_\_\_

[When applicable - Related Segmented Firm Throughput Service Agreement Contract Nos.: \_\_\_\_\_  
(Insert Applicable Contract No. References) \_\_\_\_\_]

The above-referenced Agreement is amended [if applicable, for the period [insert amendment start date] through [insert amendment end date] as follows:

or

[If applicable; for background purposes - not to include binding consideration] Whereas clauses as necessary. [If Whereas Clause] NOW THEREFORE, the Agreement is amended [[if applicable] for the period [insert amendment start date] through [insert amendment end date]] as follows:

[If applicable] This Amendment supersedes {insert amendment(s) or agreement(s) or that all amendments or agreements are being superseded}.

[Applicable paragraphs not necessarily in this order.]

1. [If applicable - rate and/or surcharge provisions] (may be in multiple paragraphs)
2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]
3. [If applicable - Information related to miscellaneous amendments such as changes to the shipper name, subpart, notice information, and/or replacing or deleting provisions]
4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall revenue, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. [If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:  

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6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.
7. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] TF12 Base/Variable Restatement

1. Pursuant to Northern's FERC Gas Tariff, Seventh Revised Volume No. 1, Part 7, Section 1 - Rate Schedule TF, Subpart H, Shipper's MDQ for TF12 Base entitlement and TF12 Variable entitlement have been adjusted in accordance with the Appendix "A" attached hereto.
2. Shipper represents that the volumes that were delivered to Shipper's FDD, PDD or IDD Service Agreement(s) during the summer period are or will be ultimately delivered to the Shipper's Town Border Stations or delivery points under this Agreement.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

1. Effective from \_\_\_\_\_ to \_\_\_\_\_, the MDQ of the Agreement is reduced from \_\_\_\_\_ to \_\_\_\_\_.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

1. Governing law; Jurisdiction; Consent to Suit.
  - a. As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
  - b. Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.
  - c. Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints



\_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address}  
as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

d. Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR TFX CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

The effective date of this Amendment is \_\_\_\_\_.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY  
By:  
Title:  
Date:

[SHIPPER NAME]  
By:  
Title:  
Date:

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
 Request No.: \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
 Firm Throughput Service Agreement  
 [insert proper rate schedule] Rate Schedule  
 [TFX & GS-T Rate Schedules]

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

Contract Volumes (Dth):

[Volume]				
FIELD	_____	[Month From]	_____	[Month To] _____
	_____	[Month From]	_____	[Month To] _____
MARKET	_____	[Month From]	_____	[Month To] _____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries	_____	_____	.....	_____

Page \_\_\_ of \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
 Request No.: \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
 Firm Throughput Service Agreement  
 TF Rate Schedule

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

Contract Volumes (Dth):

[Volume]					
FIELD	_____	[Month From]	_____	[Month To]	_____
	_____	[Month From]	_____	[Month To]	_____
MARKET	_____	[Month From]	_____	[Month To]	_____

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12B	_____	_____
TF12V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) [may be organized by Area]

R/D	POI #/MIDS	Point Description	Jan [Volume]	Feb [Volume]		Dec [Volume]
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
R	_____	_____	_____	_____	.....	_____
		Total Receipts	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
D	_____	_____	_____	_____	.....	_____
		Total Deliveries	_____	_____	.....	_____

Page \_\_\_\_ of \_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix B [or B-1]  
Firm Throughput Service Agreement  
[insert proper rate schedule] Rate Schedule  
(TF, TFX & GS-T Rate Schedules)

Delivery Point Listing

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

DELIVERY POINT DESCRIPTION: [organized by Zone and/or Master Meter]

MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]	Dec (Volume)
_____	_____	_____	_____.....	_____
_____	_____	_____	_____.....	_____
_____	_____	_____	_____.....	_____
	Total(s)	_____	_____.....	_____

Page \_\_\_\_ of \_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Segmented Firm Throughput Service Agreement  
Rate Schedule [insert proper rate schedule]  
(TF or TFX Rate Schedules)  
[Attach applicable Appendices]

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

[For Market Area Segmented Agreements, Access/Delivery, as applicable]

Contract No.: \_\_\_\_\_

Related (Insert Applicable References) Contract No. \_\_\_\_\_

Term: From \_\_\_\_\_ To \_\_\_\_\_

This Agreement is entered into as a result of Shipper's request to segment Contract No. \_\_\_\_\_

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing. The primary point(s) must be the same as the primary point(s) of the underlying base contract, except that [the primary receipt point shall be the MID 17 Segmentation Point (on a Delivery Segment contract) or the primary delivery point shall be the MID 17 Segmentation Point (on an Access Segment contract), as applicable]. The provisions of the underlying base contract are applicable to this Agreement unless otherwise agreed to by the parties in writing. The MDQ shall be limited to the available MDQ on the Shipper's base service agreement.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A. [Delivery Segment - and if necessary, Appendix B].

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

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The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement including both segmented and un-segmented contract components, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
Segmented Firm Throughput Service Agreement  
TFX Rate Schedule

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

Contract Volumes (Dth):

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[Volume]

MARKET \_\_\_\_\_ [Month From] \_\_\_\_\_ [Month To] \_\_\_\_\_  
 \_\_\_\_\_ [Month From] \_\_\_\_\_ [Month To] \_\_\_\_\_

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Maximum Daily Quantities (Dth):

Volume Type	From	Volume
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	_____	_____	_____	.....
R	_____	_____	_____	_____	.....
R	_____	_____	_____	_____	.....
R	_____	_____	_____	_____	.....
		Total Receipts	_____	_____	.....
D	_____	MARKET AREA			
		SEGMENTATION POINT	_____	_____	.....
		Total Deliveries	_____	_____	.....



DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....
		Total Receipts	_____	_____	.....
_____	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
		Total Deliveries	_____	_____	.....

Page \_\_\_\_ of \_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
 Request No.: \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ [if applicable]

Appendix B (or B-1)  
 Segmented Throughput Service Agreement [Applicable to Delivery Segment Only]  
 TFX Rate Schedule

### Delivery Point(s) Listing

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

DELIVERY POINT DESCRIPTION: (organized by Zone and/or Master Meter)

### MAXIMUM VOLUMES (DTH)

POI#	Delivery Points Served	Jan [Volume]	Feb [Volume]		Dec [Volume]
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
_____	_____	_____	_____	.....	_____
	Total(s)	_____	_____	.....	_____

Page \_\_\_\_\_ of \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
 Request No.: \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
 Segmented Firm Throughput Service Agreement  
 TF Rate Schedule

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

Contract Volumes (Dth):

---

[Volume]

MARKET \_\_\_\_\_ [Month From] \_\_\_\_\_ [Month To] \_\_\_\_\_  
 \_\_\_\_\_ [Month From] \_\_\_\_\_ [Month To] \_\_\_\_\_

---

Maximum Daily Quantities (Dth):

Volume Type	From	Volume
TFF	_____	_____
TF5	_____	_____
TF12B	_____	_____
TF12V	_____	_____

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH) (may be organized by Area)

ACCESS SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	_____	_____	_____	.....
R	_____	_____	_____	_____	.....
R	_____	_____	_____	_____	.....
		Total Receipts	_____	_____	.....
D	_____	MARKET AREA			
		SEGMENTATION POINT	_____	_____	.....
		Total Deliveries	_____	_____	.....

DELIVERY SEGMENT

R/D	POI #/MIDS	Point Description	Jan [VOLUME]	Feb [VOLUME]	Dec [VOLUME]
R	_____	MARKET AREA SEGMENTATION POINT	_____	_____	.....
		Total Receipts	_____	_____	.....
_____	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
D	_____	_____	_____	_____	.....
		Total Deliveries	_____	_____	.....

Page \_\_\_ of \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Interruptible Throughput Service Agreement  
Rate Schedule TI

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contact No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Maximum Daily Quantity: \_\_\_\_\_ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Any valid delivery or receipt point on Northern's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule TI.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_  
  
The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by

the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible on-behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of

process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

#### SYSTEM MANAGEMENT SERVICE AGREEMENT

This System Management Service Agreement ("Agreement") by and between Northern Natural Gas Company ("Northern") and \_\_\_\_\_ ("Shipper"), covering daily variances between volumes scheduled at delivery points and volumes actually taken at the delivery points under the Throughput Service Agreement listed on Appendix "A," which is attached hereto and incorporated by reference ("Corresponding Throughput Service Agreement"), is entered into in accordance with the following terms and conditions:

CONTRACT NO.: \_\_\_\_\_

SMS CONTRACT QUANTITY (SMSQ): \_\_\_\_\_ DTH/day

TERM: This Agreement shall become effective on \_\_\_\_\_ and shall have a term ending on \_\_\_\_\_.

RATE: Shipper shall pay Northern each month for System Management Service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule SMS, or any effective superseding Rate Schedule on file with the Commission.

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

This Agreement supersedes and cancels the following System Management Service Agreement(s) between the parties hereto: \_\_\_\_\_

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.



ADDITIONAL TERMS AND CONDITIONS: The additional Terms and Conditions and Appendix "A" attached hereto are incorporated herein by reference and made a part of this Agreement.

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

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in

its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

[FOR SMS CONTRACTS WITH A TERM OF ONE MONTH OR LESS:] If Northern and Shipper have agreed in writing in advance, this Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Agreement; or (2) Shipper has not notified Northern in writing that it declines this Agreement within two (2) business days of the date of the Agreement.

This Agreement constitutes a contract with Northern Natural Gas Company subject to the Terms and Conditions and Appendix "A" attached hereto.

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### SECTION 1. MAXIMUM DAILY QUANTITY

The daily SMS Contract Quantity (SMSQ) shall be the maximum positive or negative variance that Shipper may vary between daily scheduled and actual quantities of natural gas delivered to the delivery points under the Corresponding Throughput Service Agreement without being subject to Delivery Point Variance Charges. The SMSQ for each delivery point is set forth on Appendix "A."

### SECTION 2. TERMINATION

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Northern.

### SECTION 3. GENERAL

3.1 This Agreement in all respects shall be subject to the applicable provisions of Rate Schedule TF, TFX and GS-T contained in Northern's FERC Gas Tariff, as may be revised from time to time.

3.2 The applicable provisions of Northern's Rate Schedule SMS and the GENERAL TERMS AND CONDITIONS set forth in Northern's FERC Gas Tariff, as may be revised from time to time, are hereby incorporated by reference and made a part hereof.

3.3 An SMS Shipper may release SMS, either permanently or temporarily, subject to the applicable provisions of Section 47 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff.

3.4 Northern may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions of the SMS Rate Schedule and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

### SECTION 4. NOTICES

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on the face of this Agreement and to Northern when sent to the following:

Accounting Matters: Northern Natural Gas Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All Notices: Northern Natural Gas Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payments: Northern Natural Gas Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
System Management Service Agreement

Shipper: \_\_\_\_\_

Term: \_\_\_\_\_ through \_\_\_\_\_

Corresponding Throughput Service Agreement No.: \_\_\_\_\_

SMS Contract Quantity: \_\_\_\_\_ Dth/day

POI #

Delivery Point

Daily SMS Contract Quantity (Dth)

Total \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Deferred Delivery Service Agreement  
Rate Schedule FDD

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_

Firm Storage Quantity (FSQ) - Maximum FDD Account Balance Quantity: \_\_\_\_\_ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_  
The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in

accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY [SHIPPER]

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Firm Deferred Delivery Service Agreement  
Rate Schedule FDD  
2008 Market-Based Rate Expansion

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_

Firm Storage Quantity - Maximum FDD Account Balance Quantity: \_\_\_\_\_ Dth

Through \_\_\_\_\_ the rates and charges for services under this Agreement shall be as follows:

Reservation Charge - The reservation charge shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Capacity Charge - The capacity charge shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Injection Charge - The injection charge per Dth shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. The injection charge in the Withdrawal Period shall equal \_\_\_\_\_.

Withdrawal Charge - The withdrawal charge per Dth shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Fuel - The FDD storage fuel rate shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

Rollover Charge - The rollover charge per Dth shall be equal to \_\_\_\_\_, and shall be billed pursuant to the terms of Northern's FERC Gas Tariff. [If applicable - Provided, however, through \_\_\_\_\_, the rollover charge per Dth shall be equal to \_\_\_\_\_ for any volume less than or equal to \_\_\_\_\_ of the contract FSQ on May 31 of each year.]

Authorized Overrun Charge - The authorized overrun charge shall be equal to \_\_\_\_\_ and shall be billed pursuant to the terms of Northern's FERC Gas Tariff.

[if applicable - Other Rate Provisions]



The contract maximum and minimum quantities are set forth on Appendix A.

[If applicable] Any contingencies set forth in a precedent agreement executed by Northern and Shipper shall continue in effect until the earlier of the date set forth in the precedent agreement or the in-service date of the facilities to be constructed to provide the service hereunder.

Shipper has a right of first refusal as described in Section 52 of the General Terms and Conditions of Northern's FERC Gas Tariff for the capacity herein, subject to any rate authority applicable at that time.

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (Imaged Documents). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records, and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same. Provided, however, the reservation and capacity charges shall not be revised, except as provided in the rate paragraph hereof.

NORTHERN NATURAL GAS COMPANY

[SHIPPER NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
Firm Deferred Delivery Service Agreement  
Rate Schedule FDD

Term: \_\_\_\_\_ through \_\_\_\_\_

Shipper: \_\_\_\_\_

Firm Storage Quantity (FSQ): \_\_\_\_\_ Dth \_\_\_\_\_ Storage Points: \_\_\_\_\_

Option: 3-Step Option \_\_\_\_\_

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*	November	*	*
July	*	*	December	*	*
August	*	*	January	*	*
September	*	*	February 1-14	*	*
October	*	*	February 15-28	*	*
			March	*	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[\* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page \_\_\_\_\_ of \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
Firm Deferred Delivery Service Agreement  
Rate Schedule FDD

Term: \_\_\_\_\_ through \_\_\_\_\_  
Shipper: \_\_\_\_\_

Firm Storage Quantity (FSQ):      Dth      Storage Points:

Option:      Gas-In-Place Option      \_\_\_\_\_

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Withdrawal Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
40% or less of FSQ	* + 900 per 100,000 of GIP in excess of 0	*	75.0% or more of FSQ	*	*
40.0% or more but less than 80% of FSQ	* +150 per 100,000 of GIP in excess of *	*	Less than 75% but more than 25% of FSQ	* +550 per 100,000 of GIP in excess of *	*
80% or more of FSQ	*	*	25% or less of FSQ	* +3,670 per 100,000 of GIP in excess of 0	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[\* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page \_\_\_\_\_ of \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
Firm Deferred Delivery Service Agreement  
Rate Schedule FDD

Term: \_\_\_\_\_ through \_\_\_\_\_

Shipper: \_\_\_\_\_

Firm Storage Quantity (FSQ): \_\_\_\_\_ Dth Storage Points: \_\_\_\_\_  
Option: 4-Step Option \_\_\_\_\_

Account Balance Parameters:

Injection Period	Withdrawal Period
Shipper's account balance may not be greater than * on August 31.	Shipper's account balance may not be less than * on January 31.
	Shipper's account balance may not be greater than * on March 1.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*	November	*	*
July	*	*	December	*	*
August	*	*	January	*	*
September	*	*	February	*	*
October	*	*	March	*	*
			April	*	*
			May	Overrun (Interruptible)	Overrun (Interruptible)

[\* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total FDD annual cycle quantity offered.]

Page \_\_\_\_\_ of \_\_\_\_\_

(Placement on page, number of pages, format, capitalization and font may vary)

Contract No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [if applicable]

Appendix A  
Firm Deferred Delivery Service Agreement  
Rate Schedule FDD

Term: \_\_\_\_\_ through \_\_\_\_\_

Shipper: \_\_\_\_\_

Firm Storage Quantity (FSQ): \_\_\_\_\_ Dth \_\_\_\_\_ Storage Points: \_\_\_\_\_  
Option: EG Option \_\_\_\_\_

Account Balance Parameters:

Injection Period Maximum Inventory Limit	Withdrawal Period Minimum Inventory Limit
Shipper's account balance will not be greater than * August 1 through September 30.	Shipper's account balance will not be less than * January 1 through January 31.
Shipper's account Balance will not be greater than * October 1 through November 30.	Shipper's account balance will not be less than * February 1 through April 30.

Daily Maximum FDQ:

Injection Period			Withdrawal Period		
Period	Daily Maximum Injection FDQ	Daily Maximum Withdrawal FDQ	Period	Daily Maximum Withdrawal FDQ	Daily Maximum Injection FDQ
June	*	*			
July	*	*			
August	*	*	November	*	*
September	*	*	December	*	*
October	*	*	January	*	*
			February		*
			30% or more but less than 40% of FSQ	*	
			40% or more of FSQ	*	
			March		*
			30% or more but less than 40% of FSQ	*	
			40% or more but less than 50% of FSQ	*	
			50% or more but less than 75% of FSQ	*	
			75% or more of FSQ	*	
			April		*
			30% or more but less than 40% of FSQ	*	
			40% or more but less than 50% of FSQ	*	
			50% or more but less than 75% of FSQ	*	
			75% or more of FSQ	*	

May		*
Up to 25% of FSQ	*	
25% or more but less than 50% of FSQ	*	
50% or more but less than 75% of FSQ	*	
75% or more of FSQ	*	

[\* Note: Shipper's minimum and maximum quantities are determined based on its FSQ as a percent of the total EG option cycle quantity offered.]

Page \_\_\_\_\_ of \_\_\_\_\_

Contract No. \_\_\_\_\_

### FDD CONSOLIDATION AGREEMENT

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, is by and among \_\_\_\_\_, various FDD Shippers who execute this or an identical agreement (Shipper(s)), if applicable, \_\_\_\_\_ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Agreements) with Northern; and

WHEREAS, Agent/Operator and Shippers wish to consolidate the FDD Agreements for purposes of nominating, scheduling, balancing and invoicing; and

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, Agent/Operator, Northern and Shippers hereby agree as follows:

1. This Agreement shall be given a firm FDD service agreement contract number which shall be utilized when making all nominations and scheduling service.
2. So long as a Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under this Agreement and neither Shipper nor Agent/Operator will nominate under Shipper's individual Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).
3. Shipper's Service Agreement shall maintain an inactive status during the time period Shipper is a party to this Agreement.
4. Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's Service Agreement and this Agreement.
5. Agent/Operator agrees that it shall be liable to Northern for all nominations and payments due under this Agreement, subject to good faith dispute resolution.
6. Each month Northern shall provide Agent/Operator with a consolidated invoice that will contain no individual Shipper data. Agent/Operator will pay such invoice as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). The rates for FDD service shall be Northern's maximum Tariff rates, or market-based-rates, unless otherwise agreed in writing.
7. By participating in the Agreement, Shippers recognize that they are waiving certain rights they may have pursuant to Northern's Tariff, including the right to nominate under their individual Service Agreements, the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.
8. This Agreement shall become effective \_\_\_\_\_ and shall continue in full force and effect until terminated in accordance herewith.
9. Nothing herein relieves Shippers of their obligations under their respective Service Agreements, including, but not limited to, balancing and paying invoices as principals under the Service Agreements.
10. Shippers will execute separate identical Agreements to evidence their agreement to participate in this Agreement.



11. A Shipper must provide written notice to Northern to withdraw as a party to this Agreement (Notice to Terminate). Such withdrawal must be prospective and will be effective on the date provided in the Notice to Terminate. The Notice to Terminate must represent that the Agent/Operator has consented and must inform Northern of the distribution of Shipper's account balance information, including the quantities, the storage points associated with the quantities and the type of transportation service used to inject the quantities into the storage account and the quantities under this Agreement will be reduced.
12. [if applicable] TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
13. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN

AGENT/OPERATOR

NORTHERN NATURAL GAS COMPANY

[AGENT/OPERATOR NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SHIPPER

[SHIPPER NAME]

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Northern FDD Service Agreement Contract No. \_\_\_\_\_

## FDQ AGGREGATION AGREEMENT

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, is by and [between or among] \_\_\_\_\_ (Shipper), if applicable,] \_\_\_\_\_ (Agent/Operator) and Northern Natural Gas Company (Northern).

WHEREAS, Agent/Operator is the agent/operator for Shippers under various Firm Deferred Delivery Service Agreements (FDD Service Agreements) with Northern; and

[if applicable] WHEREAS, Agent/Operator wishes to manage an aggregation arrangement of a [3-Step or 4-Step] consolidated FDD Service Agreement and an EG consolidated FDD Service Agreement under this Agreement for purposes of nominating and scheduling;

[if applicable] WHEREAS, Agent/Operator and Shipper wish to aggregate a single [EG, 3-Step, or 4-Step] FDD Service Agreement with another consolidated FDD Service Agreement for purposes of nominating, scheduling, balancing and invoicing;

[if applicable] WHEREAS, Agent/Operator wishes to manage an aggregation arrangement of a [3-Step or 4-Step] FDD Service Agreement and an EG FDD Service Agreement under this Agreement for purposes of nominating, scheduling, balancing and invoicing;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, [Agent/Operator and Northern or Agent/Operator, Northern and Shipper] hereby agree as follows:

1. If there is more than one FDD Service Agreement under the same service option, 3-Step/4-Step/EG, as applicable, the FDD Service Agreements must first be consolidated under an FDD Consolidation Agreement executed pursuant to Section 6.B.7. of the FDD Rate Schedule of Northern's FERC Gas Tariff. The consolidated FDD Service Agreement contract number or the contract number for any individual FDD Service Agreement, as applicable, shall be the "Aggregated Service Agreements" under this Agreement which will be utilized by the Agent/Operator when making all nominations and scheduling service.
2. [if applicable] So long as Shipper is a party to this Agreement, Shipper agrees to have Agent/Operator nominate under the Aggregated Service Agreements and Shipper will not nominate under Shipper's individual FDD Service Agreement (Northern/Shipper's contract number is referenced after Shipper's signature hereto).
3. [if applicable] Shipper and Agent/Operator agree that Agent/Operator is the sole nominator and sole agent/operator under Shipper's individual FDD Service Agreement and this Agreement.
4. Agent/Operator agrees that it shall be liable to Northern for all nominations and payments due under the Aggregated Service Agreements and this Agreement, subject to good faith dispute resolution.

5. Each month Northern shall provide Agent/Operator with an invoice for each Aggregated Service Agreement. Agent/Operator will pay such invoices as provided in Northern's FERC Gas Tariff as revised from time to time (Tariff). All rates and charges, including market-based rates, as applicable, will be billed based on the Aggregated Service Agreement used for nominations and scheduling. The rates for FDD service shall be Northern's maximum Tariff rates, or market-based-rates, unless otherwise agreed in writing.
6. [if applicable] By participating in this Agreement, Shipper recognizes that it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement, the right to be billed individually, the individual right to object to an invoice except through its Agent/Operator, and any other rights associated with having the agreement handled separately.
7. This Agreement shall become effective \_\_\_\_\_ and shall continue in full force and effect until terminated in accordance herewith.
8. [if applicable] Nothing herein relieves Shipper of its obligations under its respective FDD Service Agreement, including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreement.
9. [if applicable] Agent/Operator must provide written notice to Northern to terminate this Agreement (Notice to Terminate) and the related FDD Consolidation Agreement arrangements, if applicable. Termination must be prospective and will be effective on the date provided in the Notice to Terminate.
10. [if applicable] Shipper or Agent/Operator must provide written notice to Northern to withdraw as a party to this Agreement (Notice to Terminate). Termination must be prospective and will be effective on the date provided in the Notice to Terminate. The Notice to Terminate must represent that the non-terminating party has consented to the termination.
11. [if applicable] TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
12. This Agreement is subject to Northern's FDD Rate Schedule and the GENERAL TERMS AND CONDITIONS of Northern's Tariff.

The parties have indicated their agreement hereto by executing below.

NORTHERN

AGENT/OPERATOR

NORTHERN NATURAL GAS COMPANY

[AGENT/OPERATOR NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[if applicable]

SHIPPER

[SHIPPER NAME]

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Northern FDD {3-Step or 4-Step} Contract No. \_\_\_\_\_

Northern FDD EG Contract No. \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Preferred Deferred Delivery Service Agreement  
Rate Schedule PDD

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_  
The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent

with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Preferred Deferred Delivery Service Agreement  
Appendix A  
Rate Schedule PDD

Base Contract No.: \_\_\_\_\_  
Transaction No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [If applicable]  
Deal Date: \_\_\_\_\_  
Date Confirmation Sent: \_\_\_\_\_

Shipper Name: \_\_\_\_\_  
Shipper Contact: \_\_\_\_\_  
Account Manager: \_\_\_\_\_

I. Contract Total Quantity (CTQ): \_\_\_\_\_ Dth

II. Daily Injection Daily Withdrawal

POI #	Name	Min	Max	Min	Max	Date Range
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

III. INVENTORY AND MONTHLY PARAMETERS

POI #	Name	Min	Max	Date Range
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Monthly Injection Monthly Withdrawal

POI #	Name	Min	Max	Min	Max	Date Range
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

IV. Rates

Injection Charge: \_\_\_\_\_  
Withdrawal Charge: \_\_\_\_\_  
Total Monthly Inventory Charges: \_\_\_\_\_  
Capacity Fee: \_\_\_\_\_  
Annual Rollover Charge: \_\_\_\_\_  
Total Transaction Rate: \_\_\_\_\_



[If applicable - Replacing Confirmation] This Confirmation, as amended, supersedes all previous confirmations applicable to this Transaction.

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and return to [insert email] or Fax to [insert Fax#]. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Shipper regardless of whether executed by Shipper.

If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's FERC Gas Tariff, as revised from time to time, unless otherwise agreed in writing [except as provided below].

V. Other Provisions [paragraph number and order may vary]

1. [If applicable - other rate and additional storage point provisions]
2. [If applicable - termination fee provisions]
3. [If applicable] The intent is for the inventory balance in Shipper's storage account to be zero on [insert date] of each year. Any remaining [positive/negative] inventory balance on [insert date] shall be [withdrawn/injected] [evenly/\_\_\_\_\_] from [insert date range] of that year subject to [injection/withdrawal] capacity availability.
4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.
5. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

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[If applicable - Amendment does not replace Confirmation] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

NNG Account Manager

Customer Signature

---

---

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font my vary)

Interruptible Deferred Delivery Service Agreement  
Rate Schedule IDD

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Deferred Quantity: \_\_\_\_\_ Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Deferred Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed

by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY      [SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, paragraph numbering and order, capitalization and font may vary)

Interruptible Liquefaction and Delivery Service Agreement  
Rate Schedule ILD

Date: \_\_\_\_\_

Shipper's Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Shipper's Name and Address for Invoices:

\_\_\_\_\_  
\_\_\_\_\_

Contract No.: \_\_\_\_\_

Term: From \_\_\_\_\_ to \_\_\_\_\_ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

[If Applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

\_\_\_\_\_  
The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
[Information]

Payments to Designated Depository:  
Northern Natural Gas Company  
[Information]

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Interruptible Liquefaction and Delivery Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

[IF APPLICABLE, FOR FOREIGN ENTITIES ONLY]

Governing law; Jurisdiction; Consent to Suit.

(A) As to all matters of construction and interpretation, this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court in the State of Nebraska of the United States of America. Shipper hereby irrevocably consents to jurisdiction and venue in Nebraska and waives any present or future objection to jurisdiction or venue in Nebraska. Shipper further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper irrevocably designates and appoints \_\_\_\_\_{agent name}, \_\_\_\_\_{agent full address} as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option to refer any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Shipper irrevocably waives any present or future objection to resolving any dispute, controversy or claim arising out of or relating to this Agreement by arbitration, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be carried out expeditiously and shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in

its case. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. [End Provision]

NORTHERN NATURAL GAS COMPANY

[SHIPPER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Company  
Logo]

(Placement on page, number of pages, format, capitalization and font may vary)

Interruptible Liquefaction and Delivery Service Agreement  
Appendix A  
Rate Schedule ILD

Base Contract No.: \_\_\_\_\_  
Transaction No.: \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ [If applicable]  
Deal Date: \_\_\_\_\_  
Date Sent: \_\_\_\_\_

Shipper Name: \_\_\_\_\_  
Shipper Contact: \_\_\_\_\_  
Account Manager: \_\_\_\_\_

I. Delivery Schedule:

[Insert full schedule as required]

In the event Shipper's delivery time is delayed for Northern's operational reasons, Northern will provide notice of the new delivery time.

In the event Shipper does not take delivery as scheduled in this Appendix A or confirmed by Northern, Shipper may be charged a Performance Obligation Charge on any undelivered quantities (non-performance). In the event Shipper fails to take delivery of any scheduled and confirmed quantity or fails to deliver Payback Volumes twice within the same calendar year, Northern may terminate this ILD Service Agreement.

Northern may refuse to allow Shipper's transportation vehicle to enter its property, in its sole discretion, for reasons of safety or security.

II. Rates:

ILD Charge per Dth: \_\_\_\_\_

III. Insurance: Shipper represents and warrants that it and/or its carrier company(s) have proper insurance, from an insurance company in good standing and acceptable to Northern. At any time, Shipper or its carrier company(s) shall provide at Northern's request a certificate of insurance and a certified copy of any and all insurance policies so requested.



IV. Other Provisions [paragraph number and order may vary]

1. [If applicable - other rate provisions]
2. [If applicable - other delivery provisions]
3. [If applicable] Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

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[If applicable - Replacing Transaction] This Appendix A, as amended, supersedes all previous appendices applicable to this Transaction.

[If applicable - Amendment does not replace Appendix A] Except as amended herein, all provisions of the transaction are hereby confirmed by the parties to be and remain in full force and effect.

Northern Natural Gas Company

[Shipper]

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Date: \_\_\_\_\_

Date: \_\_\_\_\_