



Northern Natural Gas Company  
P.O. Box 3330  
Omaha, NE 68103-0330  
402 398-7200

February 26, 2021

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

RE: Northern Natural Gas Company  
Docket No. RP21-\_\_\_\_\_  
Negotiated Rate Transactions

Dear Ms. Bose:

Northern Natural Gas Company (“Northern”) hereby submits the following tariff sheets for filing as part of its F.E.R.C. Gas Tariff, Sixth Revised Volume No. 1 (the “Tariff”), to be effective March 1, 2021:

SIXTH REVISED VOLUME NO. 1  
Fifty Fourth Revised Sheet No. 66B.01b  
Forty First Revised Sheet No. 66B.01c  
Twenty Sixth Revised Sheet No. 66B.24  
Tenth Revised Sheet No. 66B.41  
Eighth Revised Sheet No. 66B.46  
Seventh Revised Sheet No. 66B.47  
Fifth Revised Sheet No. 66B.49

Reason for Filing

On June 7, 1996, in Docket No. RP96-272-000, Northern filed tariff sheets permitting it to negotiate rates in accordance with the Commission’s Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, issued January 31, 1996, in Docket No. RM95-6-000 (the “Policy Statement”).<sup>1</sup> The Commission accepted the tariff sheets in an order issued July 5, 1996 (the “1996 Order”).

Northern submits this filing to update tariff sheets to reflect revisions to negotiated rate agreements for Citadel Energy Marketing LLC (“Citadel”), Eco-Energy Natural Gas,

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<sup>1</sup> 74 FERC ¶ 61,076 (1996).

Kimberly D. Bose, Secretary

February 26, 2021

Page 2 of 4

LLC (“Eco”), and Hartree Partners, LP (“Hartree”) and remove expired negotiated rate transactions with Macquarie Energy LLC (“Macquarie”) and CIMA Energy LP (“CIMA”).

#### Revised Transactions

Citadel – Contract 136851:

Sheet No. 66B.24 is updated to reflect the revisions of the negotiated rate agreement beginning March 1, 2021. The negotiated rate provisions are set forth in footnote 288.

Eco – Contract 137881:

Sheet No. 66B.46 is updated to reflect the revisions of the negotiated rate agreement beginning March 1, 2021. The negotiated rate provisions are set forth in footnote 329.

Hartree – Contract 137922:

Sheet No. 66B.47 is updated to reflect the revisions of the negotiated rate agreement beginning March 1, 2021. The negotiated rate provisions are set forth in footnote 330.

#### Removal of Negotiated Rate Transactions

Northern is also filing to remove expired negotiated rate transactions with the following shippers:

- Macquarie Contract 137579 from Sheet Nos. 66B.01b and 66B.41 footnote 324. Sheet No. 66B.41 has been reserved for future use.
- CIMA Contract 138176 from Sheet Nos. 66B.01c and 66B.49 footnote 332. Sheet No. 66B.49 has been reserved for future use.

#### Other Regulatory Requirements

The negotiated rate transactions shall be reflected on Northern’s transactional report.

In accordance with the Commission’s 1996 Order, Northern will keep separate and identifiable its negotiated rate information in such form that it can be filed and separately totaled, in particular, as part of and in the format of Statements G, I, and J in Northern’s future rate cases.

Kimberly D. Bose, Secretary

February 26, 2021

Page 3 of 4

### Waivers

The Policy Statement provides: “the Commission will readily grant requests to waive the 30 day notice requirement” for negotiated rate filings.<sup>2</sup> Accordingly, Northern respectfully requests the Commission grant waiver of section 154.207 and any other waivers of its Regulations it deems necessary to allow this filing to become effective March 1, 2021.

### Posting

Northern has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

### Marked Version

In accordance with section 154.201 of the Commission’s Regulations, Northern has submitted a marked version of the proposed tariff changes highlighting new additions and showing deletions by strikeout.

### Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission’s Regulations, Northern hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

### Data Processing Requirements

Northern submits this filing through FERC’s electronic tariff filing process in a FERC-approved format.

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<sup>2</sup> 74 FERC ¶ 61,076 at 61,241-2 (1996). *See NorAm Gas Transmission Company*, 77 FERC ¶ 61,011 at 61,034-5 (1996).

Kimberly D. Bose, Secretary

February 26, 2021

Page 4 of 4

Communication

It is respectfully requested that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon each of the following:

Bambi Heckerman  
Director, Rates and Tariffs  
Northern Natural Gas Company  
1111 South 103<sup>rd</sup> Street  
Omaha, NE 68124-1000  
(402) 398-7067  
bambi.heckerman@nngco.com

JoAnna DeWald  
Senior Attorney  
Northern Natural Gas Company  
1111 South 103<sup>rd</sup> Street  
Omaha, NE 68124-1000  
(402) 398-7077  
joanna.dewald@nngco.com

Respectfully submitted,

/s/ Bambi Heckerman

Bambi Heckerman  
Director, Rates and Tariffs

Attachments

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Eco-Energy Natural Gas, LLC Contract 137433	TFX	319/		14,682	Oneok Westex Seagraves All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del
Sequent Energy Management, L.P. Contract 137519	TFX	320/		10,000	El Paso/NNG Dumas All Field Area MID 8 - MID 16A Receipt Points	NNG Demarcation Demarc Def. Delivery
ETC Marketing, LTD. Contract 137576	TFX	321/		81,600	Brownfield Pool Cheyenne Plains Def. Delivery CIG Dumas Def. Delivery PEPL Mullinville Def. Delivery All Field Area MID 1 - MID 7 Receipt Points	Cheyenne Plains Def. Delivery CIG Dumas Def. Delivery NNG Demarcation PEPL Mullinville Def. Delivery Demarc Def. Delivery
ETC Marketing, LTD. Contract 137577	TFX	322/		20,894	Agua Blanca Pecos Co Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
Mieco LLC Contract 137844	TFX	326/		77,431	NNG Demarcation	Ventura Pool

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
EDF Trading North America, LLC Contract 137876	TFX	328/		50,000	NBPL/NNG Ventura Ventura Pool	ANR/NNG Janesville
Eco-Energy Natural Gas, LLC Contract 137881	TFX	329/		20,115	Pampa Pool TW/NNG Gray ITE El Paso/NNG Dumas All Field Area MID 1 - MID 7 Receipt Points	Pampa Pool NNG Demarcation Demarc Def. Delivery
Hartree Partners, LP Contract 137922	TFX	330/		54,356	DCP Linam Ranch Plant Outlet Oasis/NNG Waha Oneok Westex Seagraves All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del

288/ For the period 3/1/2021 through 3/31/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.0025 plus the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.11; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.95; and (P) = the actual % of MDQ scheduled on this contract. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05 and in no event will the "Rate" be less than \$0.0025. In the event that [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.32 then in no event will "Rate" will be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. For any delivered quantities from alternate receipt points in MIDs 1 through 7, Shipper shall also pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts "Gas Daily" Panhandle, Tx.-Okla. less the Midpoint price of Platts "Gas Daily" Waha. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt or delivery points, Shipper may use any receipt point listed for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Rate calculated above.

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

Sheet No. 66B.41 is Reserved for Future Use.



329/ For the period 3/01/2021 through 3/31/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus (R divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this contract, excluding any deliveries to contracted pooling points, from physical receipt points located in MIDs 8 through 16A. However, when calculating the "Rate," in no event will [(D minus (R divided by F)) times S] be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 1 through 7, Shipper shall pay an additional charge equal to the arithmetic value obtained from the formula [(D minus (R divided by F)) times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.9. However, when calculating the "Rate," in no event will [(D minus (R divided by F)) times S] be less than \$0.05. For any delivered quantities on any day from receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Pampa Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. -Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 9,937 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

330/ For the period 3/01/2021 through 3/31/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  where (D) = the Index price from "Gas Daily" ICE El Paso, Plains Pool; (R) = the Midpoint price from "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Plains 26 DEL (POI 2618) from fuel Section 1 and (S) = 0.93. However, when calculating the "Rate," in no event will  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F))]$  be less than \$0.04. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del 26; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

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

Sheet No. 66B.49 is Reserved for Future Use.

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Eco-Energy Natural Gas, LLC Contract 137433	TFX	319/		14,682	Oneok Westex Seagraves All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del
Sequent Energy Management, L.P. Contract 137519	TFX	320/		10,000	El Paso/NNG Dumas All Field Area MID 8 - MID 16A Receipt Points	NNG Demarcation Demarc Def. Delivery
ETC Marketing, LTD. Contract 137576	TFX	321/		81,600	Brownfield Pool Cheyenne Plains Def. Delivery CIG Dumas Def. Delivery PEPL Mullinville Def. Delivery All Field Area MID 1 - MID 7 Receipt Points	Cheyenne Plains Def. Delivery CIG Dumas Def. Delivery NNG Demarcation PEPL Mullinville Def. Delivery Demarc Def. Delivery
ETC Marketing, LTD. Contract 137577	TFX	322/		20,894	Agua Blanca Pecos Co Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
<del>Macquarie Energy LLC Contract 137579</del>	<del>TFX</del>	<del>324/</del>		<del>36,437</del>	<del>Brownfield Pool Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points</del>	<del>Brownfield Pool NNG Demarcation Demarc Def. Delivery</del>
Mieco LLC Contract 137844	TFX	326/		77,431	NNG Demarcation	Ventura Pool

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<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
EDF Trading North America, LLC Contract 137876	TFX	328/		50,000	NBPL/NNG Ventura Ventura Pool	ANR/NNG Janesville
Eco-Energy Natural Gas, LLC Contract 137881	TFX	329/		20,115	Pampa Pool TW/NNG Gray ITE El Paso/NNG Dumas All Field Area MID 1 - MID 7 Receipt Points	Pampa Pool NNG Demarcation Demarc Def. Delivery
Hartree Partners, LP Contract 137922	TFX	330/		54,356	DCP Linam Ranch Plant Outlet Oasis/NNG Waha Oneok Westex Seagraves All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del
<del>CIMA Energy, LP Contract 138176</del>	<del>TFX</del>	<del>332/</del>		<del>10,000</del>	<del>NNG Demarcation</del>	<del>El Paso/NNG Waha All Field Area MID 1 - MID 7 Delivery Points</del>

288/ For the period ~~23/12/2021~~ through ~~23/3128/2021~~, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is \$0.0025 plus the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = \$0.11; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from the fuel section of the primary receipt point(s); (S) = 0.95; and (P) = the actual % of MDQ scheduled on this contract. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.0540 and in no event will the "Rate" be less than \$0.0025. In the event that [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.32 then in no event will "Rate" will be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. For any delivered quantities from alternate receipt points in MIDs 1 through 7, Shipper shall also pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts "Gas Daily" Panhandle, Tx.-Okla. less the Midpoint price of Platts "Gas Daily" Waha. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt or delivery points, Shipper may use any receipt point listed for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Rate calculated above.

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

Sheet No. 66B.41 is Reserved for Future Use.

~~324/ For the period 2/01/2021 through 2/28/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.03; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.975; and (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.15 then "P" will be equal to .4940. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.~~

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

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

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

~~If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 18,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.~~

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

329/ For the period ~~23/01/2021~~ through ~~23/3128/2021~~, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus (R divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this contract, excluding any deliveries to contracted pooling points, from physical receipt points located in MIDs 8 through 16A. However, when calculating the "Rate," in no event will [(D minus (R divided by F)) times S] be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 1 through 7, Shipper shall pay an additional charge equal to the arithmetic value obtained from the formula [(D minus (R divided by F)) times S], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; and (S) = 0.9. However, when calculating the "Rate," in no event will [(D minus (R divided by F)) times S] be less than \$0.05. For any delivered quantities on any day from receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Pampa Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. -Delivery, or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 9,937 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.



330/ For the period ~~23/01/2021~~ through ~~23/31~~28~~~~/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  where (D) = the Index price from "Gas Daily" ICE El Paso, Plains Pool; (R) = the Midpoint price from "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Plains 26 DEL (POI 2618) from fuel Section 1 and (S) = 0.93. However, when calculating the "Rate," in no event will  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F))]$  be less than \$0.04. The monthly charge will be the sum of all daily charges from the formula above.

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

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

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del 26; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

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

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~~332/ For the period 2/18/2021 through 02/28/2021, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus R divided by F) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Waha; (R) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Waha (POI 57100) from NNG Field/Mkt Demarcation-16B (POI 37654); (S) = 0.90; and (P) = the actual % of MDQ scheduled on this contract. However, in no event will the "Rate" be less than zero. The monthly charge will be the sum of all daily charges from the formula above.~~

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

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

~~The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points located in MIDs 1 through 16A, Shipper shall also pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts "Gas Daily" Northern, demarc less the Midpoint price of Platts "Gas Daily" Panhandle, Tx.-Okla. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 8 through 16B. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt or delivery points, Shipper may use any receipt point listed for delivery to any Field Area delivery point located in MIDs 1 through 16A during the outage at the Rate calculated above.~~

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