



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

December 30, 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. RP22-  
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 January 1, 2022:

**SIXTH REVISED VOLUME NO. 1**

Twenty First Revised Sheet No. 66A

Twenty Eighth Revised Sheet No. 66B.01

Eleventh Revised Sheet No. 66B.13

Nineteenth Revised Sheet No. 66B.26a

Twenty First Revised Sheet No. 66B.27

Twenty First Revised Sheet No. 66B.28

Twenty Second Revised Sheet No. 66B.29

**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").

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<sup>1</sup> 74 FERC ¶ 61,076 (1996).

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This filing updates tariff sheets to reflect revisions for Freepoint Commodities LLC (Freepoint) and EDF Trading North America, LLC (EDF); add negotiated rate transactions with Concord Energy LLC ("Concord") and Hartree Partners, LP ("Hartree"); and remove a negotiated rate transaction with Monolith Nebraska LLC ("Monolith"), as follows.

#### Revised Transactions

Freepoint – Contract 139181:

Sheet No. 66B.26a is updated to reflect the revisions of the negotiated rate agreement beginning January 1, 2022. The negotiated rate provisions are set forth in footnote 344.

EDF – Contract 139150:

Sheet No. 66B.27 is amended to reflect the revisions of the negotiated rate agreement beginning January 1, 2022. The negotiated rate provisions are set forth in footnote 345.

#### New Transaction

Concord – Contract 139398:

Sheet Nos. 66B.01 and 66B.28 are updated to reflect the addition of the negotiated rate agreement beginning January 1, 2022. The negotiated rate provisions are set forth in footnote 346.

Hartree – Contract 139436:

Sheet Nos. 66B.01 and 66B.29 are updated to reflect the addition of the negotiated rate agreement beginning January 1, 2022. The negotiated rate provisions are set forth in footnote 347.

#### Removal of Negotiated Rate Transaction

Northern has also removed an expired negotiated rate transaction with Monolith from Sheet Nos. 66A and 66B.13 in footnote 237.

#### 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.

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### 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 January 1, 2022.

### 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 submits herewith 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).

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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:

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Director, Rates and Tariffs  
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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>
City of Sioux Center Contract 128839	TFX	188/		400	All Market Area Receipt Points	All Market Area Delivery Points
Al-Corn Clean Fuel Contract 130997	TF	199/		5,258	All Market Area Receipt Points	Al-Corn TBS #1 Ogden Def. Del.
Minnesota Energy Resources Corporation Contract 112486	TFX	204/		45,000	All Market Area Receipt Points	Rochester MN #1D Rochester MN #2 Rochester MN #1B All Market Area Deferred Delivery Points
Upper Michigan Energy Resources Corporation Contract 133329	TFX	239/		24,610	All Market Area Receipt Points	UMERC Baraga UMERC Negaunee
Gelita USA Inc. Contract 134917	TFX	240/		200	All Market Area Receipt Points	All Market Area Delivery Points
Minnesota Soybean Processors Contract 135118	TFX	241/		600	All Market Area Receipt Points	All Market Area Delivery Points
SEMCO Energy Inc D/B/A SEMCO Energy Gas Company Contract 110025	TF	242/		44,250	All Market Area Receipt Points	All Market Area Delivery Points
City of Duluth, MN Contract 134860	TFX	243/		5,000	All Market Area Receipt Points	All Market Area Delivery Points
City of Crooks, SD Contract 134913	TFX	244/		550	All Market Area Receipt Points	All Market Area Delivery Points
Targa Gas Marketing LLC Contract 134630	TFX	245/		100,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points Brownfield Pooling	NNG Demarcation Brownfield Pooling Demarc Def. Delivery

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>
Midwest Natural Gas, Inc. Contract 137389	TFX	338/		1,354	All Market Area Receipt Points	All Market Area Delivery Points
MidAmerican Energy Company Contract 138528	TFX	339/		978	All Market Area Receipt Points	All Market Area Delivery Points
Sequent Energy Management, L.P. Contract 138871	TFX	340/		10,109	Brownfield Pool Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 138872	TFX	341/		21,635	Brownfield Pool Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
Macquarie Energy LLC Contract 138869	TFX	342/		10,250	Brownfield Pool Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
Macquarie Energy LLC Contract 138870	TFX	343/		20,000	Brownfield Pool Bushton Pool All Field Area MID 1 - MID 7 Receipt Points	Bushton Pool NNG Demarcation Demarc Def. Delivery
Freepoint Commodities LLC Contract 139181	TFX	344/		63,875	Pampa Pool All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Pampa Pool Demarc Def. Delivery
EDF Trading North America, LLC Contract 139150	TFX	345/		50,000	NBPL/NNG Ventura Ventura Pool	ANR/NNG Janesville
Concord Energy LLC Contract 139398	TFX	346/		20,000	Bushton Pool PEPL/NNG Mullinville All Field Area MID 13 - MID 16A Receipt Points	Bushton Pool NNG Demarcation Demarc Def. Delivery
Hartree Partners, LP Contract 139436	TFX	347/		75,000	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 Oneok Westex Seagraves Trans-Pecos Hub Pecos Co

Sheet No. 66B.13 is Reserved for Future Use.

344/ For the period 1/1/2022 through 1/31/2022, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" El Paso, West Texas; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  be less than \$0.05. The monthly charge will be the sum of all daily charges for the applicable month, less \$0.0726.

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

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

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

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

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 31,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.



345/ For the period 1/1/2022 through 1/31/2022, the total daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula  $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$  where (D) = the Midpoint price from "Gas Daily" Chicago Citygate less \$0.01; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180); (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will  $[(D \text{ minus } (R \text{ divided by } F))]$  be less than \$0.01. The monthly charge will be the sum of all daily Rates.

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees that if any Market Area receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.65/Dth for each day for any quantity received or delivered at any point not listed.

346/ For the period 1/1/2022 through 1/31/2022, Shipper shall pay a monthly reservation charge equal to \$0.22/Dth/day multiplied by the contract MDQ multiplied by the applicable number of days in the month, plus the maximum commodity rate provided in Northern's FERC Gas Tariff.

In addition, Shipper shall provide fuel, use and unaccounted for and pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

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 reservation rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees if (i) any receipt or delivery points not listed are used or (ii) quantities are delivered in aggregate above the MDQ at NNG Field/MKT Demarcation-16B (POI 37654) to Demarc or Demarc Def. Delivery (POI 62389), Shipper shall pay an additional \$0.17/Dth/day charge for the entire contract MDQ for the month.

If any primary points are realigned, Shipper shall pay an additional \$0.17/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to realign between points located in MIDs 1 through 16B provided the MDQ at Demarc does not exceed 10,000 Dth/day. Notwithstanding the aforementioned, the reservation rate for such agreed upon realignment will be the rate set forth above.

347/ For the period 1/1/2022 through 1/31/2022, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.20/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

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

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

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

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

STATEMENT OF NEGOTIATED RATES 1/

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Volume	Receipt Point (s)	Delivery Point (s)
City of Sioux Center Contract 128839	TFX	188/		400	All Market Area Receipt Points	All Market Area Delivery Points
Al-Corn Clean Fuel Contract 130997	TF	199/		5,258	All Market Area Receipt Points	Al-Corn TBS #1 Ogden Def. Del.
Minnesota Energy Resources Corporation Contract 112486	TFX	204/		45,000	All Market Area Receipt Points	Rochester MN #1D Rochester MN #2 Rochester MN #1B All Market Area Deferred Delivery Points
<del>Monolith Nebraska LLC Contract 135517</del>	<del>TFX</del>	<del>237/</del>		<del>3,000</del>	<del>All Market Area Receipt Points</del>	<del>Monolith Nebraska NPPD Beatrice Power Station Ventura Def. Delivery</del>
Upper Michigan Energy Resources Corporation Contract 133329	TFX	239/		24,610	All Market Area Receipt Points	UMERC Baraga UMERC Negaunee
Gelita USA Inc. Contract 134917	TFX	240/		200	All Market Area Receipt Points	All Market Area Delivery Points
Minnesota Soybean Processors Contract 135118	TFX	241/		600	All Market Area Receipt Points	All Market Area Delivery Points
SEMCO Energy Inc D/B/A SEMCO Energy Gas Company Contract 110025	TF	242/		44,250	All Market Area Receipt Points	All Market Area Delivery Points
City of Duluth, MN Contract 134860	TFX	243/		5,000	All Market Area Receipt Points	All Market Area Delivery Points
City of Crooks, SD Contract 134913	TFX	244/		550	All Market Area Receipt Points	All Market Area Delivery Points
Targa Gas Marketing LLC Contract 134630	TFX	245/		100,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points Brownfield Pooling	NNG Demarcation Brownfield Pooling Demarc Def. Delivery

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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>
Midwest Natural Gas, Inc. Contract 137389	TFX	338/		1,354	All Market Area Receipt Points	All Market Area Delivery Points
MidAmerican Energy Company Contract 138528	TFX	339/		978	All Market Area Receipt Points	All Market Area Delivery Points
Sequent Energy Management, L.P. Contract 138871	TFX	340/		10,109	Brownfield Pool Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 138872	TFX	341/		21,635	Brownfield Pool Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
Macquarie Energy LLC Contract 138869	TFX	342/		10,250	Brownfield Pool Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
Macquarie Energy LLC Contract 138870	TFX	343/		20,000	Brownfield Pool Bushton Pool All Field Area MID 1 - MID 7 Receipt Points	Bushton Pool NNG Demarcation Demarc Def. Delivery
Freepoint Commodities LLC Contract 139181	TFX	344/		63,875	Pampa Pool All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Pampa Pool Demarc Def. Delivery
EDF Trading North America, LLC Contract 139150	TFX	345/		50,000	NBPL/NNG Ventura Ventura Pool	ANR/NNG Janesville
<u>Concord Energy LLC Contract 139398</u>	<u>TFX</u>	<u>346/</u>		<u>20,000</u>	<u>Bushton Pool</u> <u>PEPL/NNG</u> <u>Mullinville</u> <u>All Field Area</u> <u>MID 13 - MID 16A</u> <u>Receipt Points</u>	<u>Bushton Pool</u> <u>NNG Demarcation</u> <u>Demarc Def. Delivery</u>
<u>Hartree Partners, LP Contract 139436</u>	<u>TFX</u>	<u>347/</u>		<u>75,000</u>	<u>DCP Linam Ranch</u> <u>Plant Outlet</u> <u>Oasis/NNG Waha</u> <u>Oneok Westex</u> <u>Seagraves</u> <u>All Field Area</u> <u>MID 1 - MID 7</u> <u>Receipt Points</u>	<u>El Paso/NNG</u> <u>Plains 26 Del</u> <u>Oneok Westex</u> <u>Seagraves</u> <u>Trans-Pecos Hub</u> <u>Pecos Co</u>

Sheet No. 66B.13 is Reserved for Future Use.

~~237/ For the period 4/14/2021 through 12/31/2021:~~

~~In the event Shipper provides the Notice to Proceed for Phase 2 by December 1, 2021, Shipper, in accordance with Contract 2 (TFX Service Agreement 135518), shall pay a monthly reservation charge equal to \$0.1562/Dth/day multiplied by the contract MDQ multiplied by 30.4 less the amount paid by Shipper for reservation charges under Northern's Rate Schedule SMS for up to ten percent (10%) of the Phase 1 Entitlement. In the event Shipper fails to provide the Notice to Proceed for Phase 2 by December 1, 2021, Shipper, at its sole option, shall pay Northern, in addition to the applicable Reservation Charge either (i) a lump sum amount, equal to the Actual Cost of the Phase 1 facilities, or (ii) an increased Reservation Rate in Contract No. 2 of \$0.2580/Dth/day as referenced below through June 30, 2039. Should the referenced reimbursement of Actual Cost of the Phase 1 facilities be received by Northern in full by January 1, 2022, Shipper's Reservation Rate for Contract No. 2 will be \$0.1562/Dth/day effective January 1, 2022, and if the referenced reimbursement is not received by Northern in full by January 1, 2022, Shipper's Reservation Rate for Contract No. 2 will automatically increase to \$0.2580/Dth/day effective January 1, 2022, with no additional notice.~~

~~For the period January 1, 2020 through December 31, 2020, Shipper shall pay a monthly reservation charge equal to \$0.2580/Dth/day multiplied by the contract MDQ multiplied by 30.4 less the amount paid by Shipper for reservation charges under Northern's Rate Schedule SMS for up to ten percent (10%) of the Phase 1 Entitlement (Period 2 Reservation Charge).~~

~~For the period January 1, 2021 through December 31, 2021, Shipper shall pay a monthly reservation charge equal to \$0.5211/Dth/day multiplied by the contract MDQ multiplied by 30.4 less the amount paid by Shipper for reservation charges under Northern's Rate Schedule SMS for up to ten percent (10%) of the Phase 1 Entitlement (Period 3 Reservation Charge).~~

~~The Period 1 Reservation Charge, Period 2 Reservation Charge, and Period 3 Reservation Charge are collectively referred to as "Reservation Charges."~~

~~In addition to the Reservation Charges above, Shipper shall (i) pay a commodity rate equal to the minimum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for gas in accordance with Northern's FERC Gas Tariff; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein; provided, however, to the extent such surcharges are discountable by Northern, Shipper shall not be responsible for surcharges related to (1) greenhouse gas or carbon mitigation; or (2) surcharges related to cost recovery mechanisms for modernization of natural gas facilities.~~

~~The Reservation Charges above are applicable to all Market Area receipt points on a primary and alternate basis, the Monolith Nebraska (POI 79318) plant and the NPPD Beatrice Power Station TBS (POI 78444) and Ventura Def. Delivery point (POI #71460) on an alternate basis. If any other delivery points are used either on a primary or alternate basis in any month, Shipper shall pay a reservation rate equal to the greater of (i) the then applicable Reservation Charge or (ii) Maximum Reservation Rate set forth in Northern's FERC Gas Tariff for the highest daily quantity used at the points not listed in this paragraph during the month that such points are used.~~

344/ For the period ~~12/1/2022~~ through ~~12/31/2022~~, 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" El Paso, West Texas; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05. The monthly charge will be the sum of all daily charges for the applicable month, less \$0.~~0726~~~~2036~~.

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

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

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

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

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 31,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

345/ For the period ~~12/1/2021~~ through ~~12/31/2021~~, the total daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus (R divided by F)) times S times V] where (D) = the Midpoint price from "Gas Daily" Chicago Citygate less \$0.01; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180); (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will [(D minus (R divided by F))] be less than \$0.01. The monthly charge will be the sum of all daily Rates.

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

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees that if any Market Area receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.65/Dth for each day for any quantity received or delivered at any point not listed.



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346/ For the period 1/1/2022 through 1/31/2022, Shipper shall pay a monthly reservation charge equal to \$0.22/Dth/day multiplied by the contract MDQ multiplied by the applicable number of days in the month, plus the maximum commodity rate provided in Northern's FERC Gas Tariff.

In addition, Shipper shall provide fuel, use and unaccounted for and pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

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 reservation rate set forth above is applicable to the receipt and delivery points (POI) listed. Shipper agrees if (i) any receipt or delivery points not listed are used or (ii) quantities are delivered in aggregate above the MDQ at NNG Field/MKT Demarcation-16B (POI 37654) to Demarc or Demarc Def. Delivery (POI 62389), Shipper shall pay an additional \$0.17/Dth/day charge for the entire contract MDQ for the month.

If any primary points are realigned, Shipper shall pay an additional \$0.17/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to realign between points located in MIDs 1 through 16B provided the MDQ at Demarc does not exceed 10,000 Dth/day. Notwithstanding the aforementioned, the reservation rate for such agreed upon realignment will be the rate set forth above.

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347/ For the period 1/1/2022 through 1/31/2022, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.20/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges.

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

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

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

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