

DEFERRED COLLECTION AGREEMENT FOR RP25-989

This Deferred Collection Agreement ("Agreement") is made and entered into _____, 202__ by and between Northern Natural Gas Company, a Delaware Corporation ("Northern") and _____ ("Customer"). Northern and Customer are sometimes referred to herein individually as "Party" and collectively as the "Parties."

1. **Definitions.**
 - a. **Commission.** The Federal Energy Regulatory Commission (also "FERC").
 - b. **Final Order.** The final order issued by FERC in Docket No. RP25-989 that is no longer subject to rehearing or appeal.
 - c. **Final Rates.** The tariff rates approved by FERC in the Final Order.
 - d. **Interim Rates.** The tariff rates Northern motions into effect January 1, 2026, as authorized by FERC.
 - e. **Settlement Rates.** The tariff rates contained in Appendix A to this Agreement.
2. **Agreement to Settlement Rates.** Customer agrees that the parties continue to see a path forward to settlement to resolve the Section 4 rate case in Docket No. RP25-989. Nothing in this agreement prevents either party from conducting additional discovery or otherwise participating in the ongoing litigation or settlement process. Either party may terminate this agreement at any time by providing written notice of termination.
3. **Deferred Collection of Interim Rates.** Effective the next reservation payment date following Northern's receipt of Customer's signed Agreement, Northern will defer collection of the difference between the dollar amount billed at the Interim Rates and the Settlement Rates until this Agreement is terminated or when the Docket No. RP25-989 Section 4 case is resolved, and Final Rates are in effect. The cumulative dollar amount between what Customer is billed at the Interim Rates and what the Customer provisionally pays at the Settlement Rates is the "Deferred Collection Amount." Northern will waive any interest associated with the Deferred Collection Amount.¹
4. **Change Regarding Acceptance of Settlement Rates.** If at any time prior to the Final Order, Customer determines it is no longer interested in continuing to pursue settlement, Customer will promptly notify Northern in writing, and this Agreement will terminate effective upon Northern's receipt of such notice. Within 10 calendar days of termination of this Agreement, Customer will pay Northern in full the Customer's Deferred

¹ Failure to timely pay a Deferred Collection Amount when due will result in interest being charged at the FERC interest rate on all outstanding amounts from the due date until full payment is received by Northern.

Collection Amount.

5. **Notice Regarding Interim Rates.** Notwithstanding Northern's agreement herein to defer collection of a portion of Interim Rates (i.e., the difference between Interim Rates and Settlement Rates), Customer understands and agrees the amount billed by Northern and for which the Customer is responsible to pay Northern effective January 1, 2026, is the maximum tariff rate approved by the Commission for the applicable service multiplied by the contract quantity and not the amount provisionally collected by Northern at the Settlement Rates. The Interim Rates placed into effect January 1, 2026, are provisional in nature, subject to being decreased, or increased up to the Filed Rates, upon motion by Northern and approval by the Commission, as necessary. Any such motion may be filed by Northern in its sole determination at any time prior to issuance of a Final Order.
6. **True-up.** When the Commission issues a Final Order approving Final Rates in this proceeding, Northern will calculate the difference between the Settlement Rates and the Final Rates.
 - a. To the extent the Settlement Rates are lower than the Final Rates, Customer will pay Northern the difference as though the Final Rates were in effect January 1, 2026, on all of Customer's maximum tariff rate service agreements. Payment will be due within 30 calendar days of Customer's receipt of Northern's invoice.
 - b. To the extent the Settlement Rates are higher than the Final Rates, Northern will refund to Customer the difference as though the Final Rates were in effect January 1, 2026, on all of Customer's maximum tariff rate service agreements, plus interest.²
7. **Credit Assurance.** For a customer that provides credit assurance to Northern pursuant to Northern's Tariff, the Customer may participate in this Agreement by posting additional credit assurance consistent with Northern's Tariff based on the Settlement Rates.³
8. **Term.** The term of this Agreement commences on the date set forth in the introductory paragraph above and terminates in accordance with paragraph 2 above or upon the final payment described in paragraph 6.a. and 6.b., as applicable, following the issuance of a Final Order.

²Interest on the refund balance will be computed from the date of collection from the Customer until the date refunds are made in accordance with 18 C.F.R. § 154.501.

³Failure to timely pay a billing invoice when due will result in an increase in the required credit assurance. Northern reserves the right to require an increase in credit assurance consistent with Northern's Tariff using the maximum rate approved by the Commission for the applicable service.

9. **Confidentiality**. Except as to the interpretation, applicability, or enforcement of this Agreement before a trier of fact or as may be required in an action or proceeding before the Federal Energy Regulatory Commission, Northern agrees not to reveal the identity of any signatories to this Agreement or the terms and conditions hereof to any other party.
10. **Governing Law**. THIS AGREEMENT AND ALL ACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).
11. **Jury Trial Waiver**. 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.

Signature Page to Follow

IN WITNESS WHEREOF, Northern and _____ have executed this Agreement effective as of the date first above written.

NORTHERN NATURAL GAS COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Appendix A

Docket No. RP25-989

SETTLEMENT RATES

				Percentage
Reservation Rates	Current Rates	Settlement Rates		Change
TF12 Base Summer	\$ 9.676	\$ 12.961		34%
TF12 Base Winter	\$ 17.417	\$ 23.331		34%
TF12 Variable Summer	\$ 9.676	\$ 12.961		34%
TF12 Variable Winter	\$ 23.609	\$ 31.626		34%
TF5	\$ 25.799	\$ 34.564		34%
TFX Summer (Market)	\$ 9.676	\$ 12.961		34%
TFX Winter (Market)	\$ 25.799	\$ 34.564		34%
TFX Summer (Field)	\$ 7.485	\$ 10.277		37%
TFX Winter (Field)	\$ 13.476	\$ 18.498		37%
SMS Reservation	\$ 4.2550	\$ 5.6998		34%
Commodity Rates				
TF/TFX Firm (Market)	\$ 0.0260	\$ 0.0228		As Filed
TI Summer (Market)	\$ 0.3441	\$ 0.4491		31%
TI Winter (Market)	\$ 0.8742	\$ 1.1597		33%
TFX Firm /100 miles (Field)	\$ 0.0103	\$ 0.0082		As Filed
TI /100 miles Summer (Field)	\$ 0.1269	\$ 0.1362		7%
TI /100 miles Winter (Field)	\$ 0.2203	\$ 0.2387		8%
GS-T (Market)	\$ 1.2001	\$ 1.5956		33%
GS-T (Field)	\$ 0.8740	\$ 1.1842		35%
SMS Commodity	\$ 0.0208	\$ 0.0208		As Filed
Storage				
FDD Capacity	\$ 0.6731	\$ 0.7397		10%
FDD Reservation	\$ 3.2345	\$ 3.5541		10%
Injection/Withdrawal	\$ 0.0232	\$ 0.0228		As Filed
Inventory	\$ 0.1624	\$ 0.1785		10%