

JOINDER IN MASTER ESCROW AGREEMENT

This Joinder in Master Escrow Agreement (the "Joinder") dated as of _____, 20____, is by and among [insert Shipper name], a [insert Shipper state of formation] [limited liability company/partnership/corporation] ("Shipper"); Northern Natural Gas Company, a Delaware corporation ("Company"); and U.S. Bank National Association, a national banking association, as Escrow Agent hereunder ("Escrow Agent"). Terms not defined herein have the meanings given to them in the Master Escrow Agreement (defined below).

BACKGROUND

A. Shipper and Company have entered into the Contract, pursuant to which Shipper has agreed to provide funds as credit support for Shipper's obligations under the Contract. Consistent with and in furtherance of the foregoing, the Shipper has agreed to deposit the Escrow Funds (defined below) in an escrow account established by Escrow Agent pursuant to the Master Escrow Agreement dated as of December 14, 2015, among the Escrow Agent and the Company (the "Master Escrow Agreement"), together with each shipper executing a Joinder in Master Escrow Agreement thereby becoming a party to the Master Escrow Agreement;

[B.] As of the date hereof the Shipper and Company are parties to [that certain Cash Escrow Agreement dated as of []/a cash escrow arrangement under Company's FERC Gas Tariff] (the "Prior Escrow Arrangement") whereby Shipper previously transferred funds to the escrow agent thereunder as credit support for the Contract and, since the date of such transfer, such funds have been and continue to be subject to the Prior Escrow Arrangement.

[C.] The Shipper and Company are entering into this Joinder for the purpose of replacing the Prior Escrow Arrangement with the Master Escrow Agreement and, consistent with and in furtherance of the foregoing, the Shipper and Company have jointly directed that all funds currently subject to the Prior Escrow Arrangement and relating to the Shipper be transferred directly to the Escrow Agent for credit to the Account as Escrow Funds.

[D.] Escrow Agent has agreed to accept, hold, and disburse the Escrow Funds deposited with it (together with the earnings thereon) in accordance with the terms of the Master Escrow Agreement; and

[E.] In order to establish the escrow of the Escrow Funds pursuant to the Master Escrow Agreement, the parties hereto have entered into this Joinder.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and for other good and valuable consideration, the Shipper, Company and the Escrow Agent hereby agree as follows:

AGREEMENTS

1. Joinder in Master Escrow. By execution hereof, the Shipper hereby joins in and becomes a Shipper under the Master Escrow Agreement. The Shipper has received a copy of the Master Escrow Agreement, understands its provisions and Shipper hereby adopts and agrees to be bound by all of the provisions of the Master Escrow Agreement and all of the provisions of the Master Escrow Agreement hereby being incorporated herein.

2. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Joinder, [Shipper will transfer the funds in the amount set forth on Schedule 1 hereof (the “Escrow Funds”) to Escrow Agent, by wire transfer of immediately available funds, to the account of the Escrow Agent referenced on Schedule 1 hereof] OR [Shipper and Company jointly direct that all funds currently subject to the Prior Escrow Arrangement and relating to the Shipper be transferred directly to the Escrow Agent for credit to the Account as Escrow Funds]. Immediately upon the delivery to the Escrow Agent, the Shipper, Company and the Escrow Agent each acknowledge and agree that the Escrow Funds shall be subject to, administered and disbursed solely in accordance with the provisions of the Master Escrow Agreement.

3. Security Interest. The parties hereto intend that the deposit of the Escrow Funds with the Escrow Agent constitute an irrevocable transfer by the Shipper, that neither the Shipper nor the Company claims an equitable or other interest in the Escrow Funds, and that the rights of each of the Shipper and the Company in the Escrow Funds are limited to their respective rights to receive disbursements made by the Escrow Agent pursuant to Section 4 of the Master Escrow Agreement. Without limiting the foregoing, in the event Shipper is determined to have any right or interest in and to the Escrow Funds, Shipper hereby grants to Company a security interest in all of Shipper’s right, title and interest in the Escrow Funds to secure payment and performance of all of the obligations owing to Company under the Contract. Shipper authorizes Company to file a financing statement to perfect this security interest and, in furtherance of the foregoing, Escrow Agent acknowledges that Escrow Agent has control of the Account on behalf of the Company as its agent. Upon any default under the Contract, Company may pursue any remedy available at law, including those available to a secured party under the provisions of the Uniform Commercial Code.

4. General Provisions.

(a) Effect of Agreement. This Joinder together with the Master Escrow Agreement shall be binding upon the Shipper, Company and the Escrow Agent and their respective, successors and permitted assigns.

(b) Representations and Warranties.

(i) Each of the parties hereto represents and warrants that it has full power and authority to execute and deliver this Joinder and to perform its obligations hereunder and the Joinder has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; and

(ii) By execution hereof, Shipper represents and warrants that it has the full power and authority to perform its obligations under the Master Escrow Agreement, as supplemented by this Joinder, and that the Master Escrow Agreement, as supplemented, constitutes its valid and binding agreement enforceable in accordance with its terms.

(c) Severability. Every provision hereof is intended to be severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, provided, however, that all provisions hereof shall be enforced to the fullest extent permitted by law.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder in Master Escrow Agreement to be executed as of the date first above written.

[insert SHIPPER name], as Shipper

By: _____
Name: _____
Title: _____

**NORTHERN NATURAL GAS COMPANY, as
Company**

By: _____
Name: _____
Title: _____

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

By: _____
Name: _____
Title: _____

SCHEDULE 1 OF EXHIBIT A

1. Effective Date: _____

2. Escrow Funds Amount: \$ _____

3. Escrow Funds Transfer Instructions:

RBK U.S. Bank N.A.
ABA 091000022
BNF US BANK TFM ESCROW
Beneficiary Account Number: 104793255431
Beneficiary Account Address: 777 E. Wisconsin Avenue
Milwaukee, WI 53202-5300
SWIFT Code (for int'l wires): USBKUS44 IMT
Reference: Northern Natural Gas Company / [Escrow account name
& number]

4. Shipper Taxpayer Identification Number: _____

(Attach IRS Form W-9 and an original Form W-8, as applicable)

5. For purposes of Section 16 of the Master Escrow Agreement, all notices and written communications to Shipper shall be sent to:

_____ [Shipper Name] _____

_____ [Shipper Address] _____

Telephone: _____

Facsimile: _____

E-mail: _____

(Attach copy of formation documents, e.g., Articles of Incorporation/Organization, etc.)