

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company  
Docket No. RP23-111-000

Issued: November 22, 2022

On October 31, 2022, Northern Natural Gas Company filed tariff records<sup>1</sup> to reflect new and revised negotiated rate agreements and to remove expired negotiated rate agreements. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective November 1, 2022, 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  
Gas Tariffs

*Tariff Records Accepted Effective November 1, 2022:*

- [Sheet No. 66A, Negotiated Rates \(23.0.0\)](#)
- [Sheet No. 66B, Negotiated Rates \(21.0.0\)](#)
- [Sheet No. 66B.01, Negotiated Rates \(34.0.0\)](#)
- [Sheet No. 66B.11, Negotiated Rates \(11.0.0\)](#)
- [Sheet No. 66B.12, Negotiated Rates \(9.0.0\)](#)
- [Sheet No. 66B.13, Negotiated Rates \(12.0.0\)](#)
- [Sheet No. 66B.13a, Negotiated Rates \(12.0.0\)](#)
- [Sheet No. 66B.14, Negotiated Rates \(12.0.0\)](#)
- [Sheet No. 66B.15, Negotiated Rates \(10.0.0\)](#)
- [Sheet No. 66B.16, Negotiated Rates \(18.0.0\)](#)
- [Sheet No. 66B.17, Negotiated Rates \(35.0.0\)](#)
- [Sheet No. 66B.18, Negotiated Rates \(30.0.0\)](#)
- [Sheet No. 66B.19, Negotiated Rates \(16.0.0\)](#)
- [Sheet No. 66B.20, Negotiated Rates \(25.0.0\)](#)
- [Sheet No. 66B.21, Negotiated Rates \(32.0.0\)](#)
- [Sheet No. 66B.22, Negotiated Rates \(38.0.0\)](#)
- [Sheet No. 66B.22a, Negotiated Rates \(22.0.0\)](#)
- [Sheet No. 66B.22b, Negotiated Rates \(25.0.0\)](#)
- [Sheet No. 66B.23, Negotiated Rates \(45.0.0\)](#)
- [Sheet No. 66B.23a, Negotiated Rates \(24.0.0\)](#)
- [Sheet No. 66B.24, Negotiated Rates \(33.0.0\)](#)
- [Sheet No. 66B.25, Negotiated Rates \(27.0.0\)](#)
- [Sheet No. 66B.25a, Negotiated Rates \(10.0.0\)](#)
- [Sheet No. 66B.26, Negotiated Rates \(28.0.0\)](#)
- [Sheet No. 66B.26a, Negotiated Rates \(29.0.0\)](#)
- [Sheet No. 66B.27, Reserved for Future Use \(24.0.0\)](#)
- [Sheet No. 66B.28, Reserved for Future Use \(26.0.0\)](#)
- [Sheet No. 66B.29, Reserved for Future Use \(29.0.0\)](#)
- [Sheet No. 66B.30, Reserved for Future Use \(18.0.0\)](#)
- [Sheet No. 66B.31, Reserved for Future Use \(21.0.0\)](#)

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

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
LSCP, LLC Contract 137887	TFX	220/		788	All Market Area Receipt Points	All Market Area Delivery Points
Rock Rapids Municipal Utilities Contract 138086	TFX	221/		158	All Market Area Receipt Points	All Market Area Delivery Points
Black Hills Service Company, LLC Contract 138109	TFX	222/		4,932	All Market Area Receipt Points	All Market Area Delivery Points
Poet Biorefining - Arthur, LLC Contract 137995	TFX	223/		500	All Market Area Receipt Points	All Market Area 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/		50,000	Oasis/NNG Waha Brownfield Pool Targa Monument Plant Lea Co (R) All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
Madison Gas and Electric Company Contract 130176	TFX	305/		150	All Market Area Receipt Points	All Market Area Delivery Points
Viroqua Gas Company a Division of Madison Gas and Electric Company Contract 137443	TFX	306/		400	All Market Area Receipt Points	All Market Area Delivery Points
Midwest Natural Gas, Inc. Company Contract 137288	TFX	307/		1,535	All Market Area Receipt Points	All Market Area Delivery Points

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>
Hartree Partners, LP Contract 135822	TFX	308/		30,000	Oneok Westex Seagraves Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del Oneok Westex Seagraves Trans-Pecos Hub Pecos Co
Eco-Energy Natural Gas, LLC Contract 135827	TFX	312/		15,000	Vaquero Caymus Plant Pecos Co All Field Area MID 1 - MID 7 Receipt Points	El Paso/NNG Plains 26 Del OneOk Westex Reeves El Paso/NNG Waha
Eco-Energy Natural Gas, LLC Contract 138211	TFX	333/		50,535	Vaquero Caymus Plant Pecos Co Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool NNG Demarcation Demarc Def. Delivery
Targa Gas Marketing LLC Contract 140690	TFX	334/		424,350	See footnote 334	See footnote 334
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Contract 139022	TFX	337/		34,880	All Market Area Receipt Points	All Market Area Delivery Points
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 LLC Contract 138871	TFX	340/		5,000	Brownfield Pool	NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 138872	TFX	341/		10,700	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
Macquarie Energy LLC Contract 138870	TFX	343/		10,000	Brownfield Pool	NNG Demarcation 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>
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
Targa Gas Marketing LLC Contract 132908	TFX	348/		50,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
Macquarie Energy LLC Contract 140206	TFX	354/		20,000	Mullinville Pool PEPL/Mullinville	Mullinville Pool NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 140207	TFX	355/		100,000	Mullinville Pool PEPL/Mullinville	Mullinville Pool NNG Demarcation Demarc Def. Delivery
Tenaska Marketing Ventures Contract 132668	TFX	356/		40,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
EDF Trading North America, LLC Contract 140838	TFX	357/		50,000	NBPL/NNG Ventura Ventura Pool Grundy Center	ANR/NNG Janesville

220/ Beginning 11/01/2022 to 10/31/2032, the Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$15.0115; provided the sum of (i) and (ii) shall never be less than \$15.0115 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

221/ Beginning 11/01/2022 to 10/31/2032, the Shipper will pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Reservation Rate minus \$19.471, plus (ii) \$32.4854 provided the sum of (i) and (ii) will never be less than \$32.4854 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

222/ Beginning 11/01/2022 to 10/31/2032, the Shipper will pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Winter Reservation Rate minus \$19.471, plus (ii) \$32.4854 provided the sum of (i) and (ii) will never be less than \$32.4854 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

223/ Beginning 11/01/2022 to 10/31/2027, the Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) Maximum Annual Average Reservation Rate minus \$12.3730, plus (ii) \$17.8235 provided the sum of (i) and (ii) shall never be less than \$17.8235 (Negotiated Reservation Rate). "Maximum Annual Average Reservation Rate" means the monthly maximum annual average rate calculated by averaging five months of the maximum winter rate and seven months of the maximum summer rate set forth in the Rate Schedule TFX of Northern's FERC Gas Tariff.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

- 239/ Beginning 11/01/2019 or the in-service date of the Northern facilities and ending after a term of 20 years, Shipper shall pay a reservation charge equal to \$0.4800/Dth/day multiplied by the contract MDQ multiplied by 30.4 (Negotiated Reservation Rate), 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 surcharges applicable to the service provided herein.

The Negotiated Reservation Rate is applicable to (i) the GRLKS/NNG Wakefield receipt point on a primary basis, (ii) all Market Area receipt points on an alternate basis and (iii) only the primary delivery points listed on a primary basis. If any other points are used either on a primary or alternate basis in any month, the Negotiated Reservation Rate set forth herein will not be applicable. Rather, Shipper shall pay a monthly reservation rate on the MDQ for the entire month equal to the Negotiated Reservation Rate plus the maximum TFX reservation rates during the month that any other receipt or delivery points not listed herein are used.

- 240/ Beginning 11/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years, Shipper shall pay monthly reservation charge equal to \$0.3564/Dth/day (Negotiated Reservation Rate) multiplied by the contract MDQ multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Customer shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

The MDQ for the winter season during the months of November through March is 103 Dth/day.

The MDQ for the summer season during the months of April through October is 200 Dth/day.

- 241/ For the period 11/01/2019 through 10/31/2029, Shipper shall pay a monthly reservation charge equal to \$1.4747/Dth/day (Negotiated Reservation Rate) multiplied by the contract MDQ multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

The Negotiated Reservation Rate is applicable to the primary receipt and delivery points on a primary basis, all Market Area receipt and delivery points on an alternate basis.

- 242/ Beginning 11/01/2020 to 10/31/2024, the monthly firm reservation charge shall be equal to the maximum tariff rates as specified in Northern's FERC Gas Tariff, as revised from time to time, plus any other previously negotiated rate add-ons, plus an amount equal to the Marquette Connector Pipeline Project Facility Cost Add-on Demand Charge of \$0.0923/Dth/day.

In addition, Shipper shall pay the maximum commodity rate as specified in Northern's FERC Gas Tariff, as revised from time to time, for all volumes delivered plus all current and future applicable surcharges as set forth in Northern's FERC Gas Tariff.

The MDQ for the winter season during the months of November through March is 44,250 Dth/day.

The MDQ for the summer season during the months of April through October is 31,350 Dth/day.



243/ Beginning 11/01/2020 and extending for a period of 5 years, the monthly firm reservation charge shall be equal to the maximum tariff rate as specified in Northern's FERC Gas Tariff, as revised from time to time, plus any other previously negotiated rate add-ons, plus an amount equal to the Duluth #1 Project Facility Cost Add-on Demand Charge of \$0.2077 Dth/day.

In addition, Shipper shall pay the maximum commodity rate as specified in Northern's FERC Gas Tariff, as revised from time to time, for all quantities delivered plus all current and future applicable surcharges as set forth in Northern's FERC Gas Tariff.

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

The MDQ for the winter season during the months of November through March is 5,000 Dth/day.

244/ Beginning 11/01/2019, subject to and contingent upon the construction of facilities, and extending for 5 years during the winter months (November through March), Shipper shall pay monthly reservation charge equal to \$1.2093/Dth/day (Negotiated Reservation Rate) multiplied by the contract MDQ multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Customer shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

The MDQ for the winter season during the months of November through March is 550 Dth/day.

245/ For the period 4/01/2022 through 12/31/2025, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.48/Dth (rate) multiplied by 30.4 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 that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied. 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. Any delivered quantities received from receipt points located in MIDs 8-16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1-16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

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.

305/ For the period 11/01/2020 (Beginning Date) through 10/31/2030, Shipper shall pay a monthly reservation charge equal to \$0.4564/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

306/ For the period 11/01/2020 (Beginning Date) through 10/31/2030, Shipper shall pay a monthly reservation charge equal to \$0.9850/Dth/day multiplied by the contract MDQ multiplied by 30.4 plus the maximum reservation rates provided in Northern's FERC Gas Tariff (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

307/ For the period 11/01/2020 through 3/31/2030, Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) the monthly maximum reservation rate set forth in Northern's FERC Gas Tariff minus \$15.153, plus (ii) \$101.0011; provided that the sum of (i) and (ii) shall never be less than \$101.0011.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

308/ For the period 11/01/2022 through 3/31/2023, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.40/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 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 8-16B, 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.

312/ For the period 11/01/2022 through 10/31/2024, 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 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 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to delivery points not listed, Shipper shall pay an additional \$0.40/Dth/day charge for deliveries to points located in MIDs 1 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 and delivery points, Shipper may use, at the Rate set forth above either (1) any Field Area receipt point located in MIDs 8 through 16B 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 16B.

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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set above.

333/ For the period 11/01/2022 through 3/31/2024 during the Winter Months of November through March, the rate provisions are amended as follows, the daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal 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" Waha; (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) = 0.95; and (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  is equal to or greater than \$0.15 then "P" will be equal to 0.4947. However, when calculating the "Formula Rate," in no event will  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  be less than \$0.05.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$0.6184. When the Formula Rate is greater than \$0.6184, the Adjusted Formula Rate shall equal \$0.6184.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

For the period 4/01/2023 through 10/31/2024 during the Summer Months of April through October, the rate provisions are amended as follows, 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" Waha; (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) = 0.95; and (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$  is equal to or greater than \$0.15 then "P" will be equal to 0.4947. 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 from the formula above. In the event the fuel percentage changes for deliveries to Demarc from Fuel Section 1, Northern and Shipper will mutually agree to negotiate, in good faith, to adjust the associated formula components and total MDQ affected by such change.

333/ Continued

For the period 11/01/2022 through 10/31/2024, Shipper's charges in paragraphs 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 Rates set forth above are 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) \$0.20/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 in paragraphs 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 in paragraphs 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 25,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

334/ For the period 11/1/2022 through 10/31/2024, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by (i) \$10.3845/Dth during the winter months (November through March), and (ii) \$5.6188/Dth during the summer months (April through October) 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, 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 Rates set forth above are applicable to the receipt and delivery points (POI) listed below. For any delivered quantities on any day from receipt points not listed below located in MIDs 8 through 16B and any receipt quantities from receipt points located in MIDs 1 through 7 that in aggregate exceed the receipt point MDQ in MIDs 1 through 7, 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; and (ii) charge equal to the higher of \$0.40/Dth/day 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 below located in MIDs 1 through 16A.

Subject to available capacity, Shipper may realign between its processing plants located in MIDs 3 and 6 at the Rate set forth above. If primary points are realigned to any other points, 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 the 56,050 Dth/day in the winter months and 52,000 Dth/day in the summer months. 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.

The MDQ for the winter season during the months of November through March is 424,350 Dth/day.

The MDQ for the summer season during the months of April through October is 422,950 Dth/day.

Receipt Points - ANR Greensburg Def Delivery, Brownfield Pool, Cheyenne Plains Def Delivery, CIG Dumas Def Delivery, CIG Garden City Def Delivery, Oneok Westex Moore Def Delivery, Palo Duro Pampa Def Delivery, PEPL Mullinville Def Delivery, Targa Buffalo Plant Martin Co, TIGT Tescott Def Delivery, and All Field Area MID 1 - MID 7 receipt points up to the primary receipt point MDQ for receipt points located in MIDs 1-7.

Delivery Points - ANR Greensburg Def Delivery, Cheyenne Plains Def Delivery, CIG Dumas Def Delivery, CIG Garden City Def Delivery, NNG Demarcation, Oneok Westex Moore Def Delivery, Palo Duro Pampa Def Delivery, PEPL Mullinville Def Delivery, TIGT Tescott Def Delivery, and Demarc Def. Delivery.

337/ For the period 11/1/2021 through 10/31/2034, Shipper shall pay a monthly reservation charge equal to the Contract MDQ multiplied by \$32.9627/Dth.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

The MDQ for the winter season during the months of November through March is 34,880 Dth/day.

The MDQ for the summer season during the months of April through October is 20,928 Dth/day.

338/ For the period 11/1/2021 through 10/31/2031, the Shipper shall pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) maximum reservation rate minus \$15.153, plus (ii) \$50.5917; provided that the sum of (i) and (ii) shall never be less than \$50.5917.

In addition to the reservation charges above, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided hereunder.

339/ For the period 11/1/2021 through 3/31/2023, the Shipper will pay a monthly reservation charge equal to the contract MDQ multiplied by the sum of (i) maximum winter reservation rate minus \$19.471, plus (ii) \$273.6122; provided the sum of (i) and (ii) shall never be less than \$273.6122 (Negotiated Reservation Rate).

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

340/ For the period 11/1/2022 through 3/31/2023, the daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.025; (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) = 0.93. However, in the event the Formula Rate produces a negative value, the Formula Rate will equal \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.25. When the Formula Rate is greater than \$1.25, the Adjusted Formula Rate shall equal \$1.25.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

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.



340/ Continued

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 not listed located in MIDs 1 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. 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 rates set forth above, (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 8 through 16A for delivery to any Field Area delivery point not listed located in MIDs 8 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 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

341/ For the period 11/1/2022 through 3/31/2023, the daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (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; and (S) = 0.95. However, in the event the Formula Rate produces a negative value, the Formula Rate will equal \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

341/ Continued

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 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 \$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 rates set forth above, (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 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

343/ For the period 04/01/2022 through 10/31/2022, 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  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.045; (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) = 0.92. However, in the event the Rate produces a negative value, the Rate will equal \$0.00.

For the period 11/01/2022 through 03/31/2023, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.045; (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) = 0.92. However, in the event the Formula Rate produces a negative value, the Formula Rate will equal \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.25. When the Formula Rate is greater than \$1.25, the Adjusted Formula Rate shall equal \$1.25.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

343/ Continued

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 not listed, 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 rates set forth above, any Field Area receipt point located in MIDs 8 through 16A or Brownfield Pooling Point for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 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 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

344/ For the period 11/1/2022 through 11/30/2022, 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" Waha; (I) = \$0.04; (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 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 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.

348/ For the period 04/01/2022 through 12/31/2025, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.48/Dth (rate) multiplied by 30.4 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 that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied.

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. Any delivered quantities received from receipts points located in MIDs 8-16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1-16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

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.

354/ For the period 11/1/2022 through 3/31/2023, the daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } C \text{ times } S \text{ times } P]$ , where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (I) = the arithmetic value obtained from the formula  $[(R \text{ divided by } 0.9951) \text{ plus } \$0.1226 \text{ minus } R]$ ; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2; (C) = 0.5 (S) = 0.925; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Mullinville Pooling Point that are ultimately redelivered to Demarc on this Agreement except in the event  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } C \text{ times } S]$  is equal to or greater than \$0.15 then "P" will be equal to 1. However, when calculating the "Rate," in no event will  $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } C \text{ times } S]$  be less than \$0.07. The monthly charge will be the sum of all daily charges from the formula above.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$0.25. When the Formula Rate is greater than \$0.25, the Adjusted Formula Rate shall equal \$0.25.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

354/ Continued

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

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.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8-16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1-7. For any delivered quantities on any day to points not listed in MIDs 1-16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered 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 8 through 16A 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 10,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above except "I" in the formula will be equal to zero.



355/ For the period 11/1/2022 through 3/31/2023, the Shipper shall pay a monthly reservation charge equal to \$0.20/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.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8-16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall 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 Waha for any delivered quantities from alternate receipt points located in MIDs 1-7. For any delivered quantities on any day to points not listed in MIDs 1-16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Platts Gas Daily spread between Midpoints for Northern, demarc and Panhandle, Tx.-Okla. for quantities delivered 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 8 through 16A 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 50,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

356/ For the period 11/1/2022 through 11/30/2022, the daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. If a Rate Adjustment Election has been made in accordance with paragraphs below, for the quantity elected on any day, the daily charge shall be the Rate Adjustment Election MDQ multiplied by the Adjusted Formula Rate. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) 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; (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; and (S) = 0.95.. However, when calculating the "Formula Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.00.

For any day Shipper has made an effective Rate Adjustment Election, the Adjusted Formula Rate shall equal the Formula Rate except when the Formula Rate is greater than \$1.50. When the Formula Rate is greater than \$1.50, the Adjusted Formula Rate shall equal \$1.50.

Solely in the event the Shipper's firm natural gas supply fails to be available to the Shipper on a Gas Day due to operational issues associated with the natural gas firm supply, Shipper may elect to modify its daily charge by making a Rate Adjustment Election. In no event may Shipper use the Rate Adjustment Election for any reason other than a verifiable loss of its natural gas supply. To the extent Shipper uses its Rate Adjustment Election, it shall be Shipper's obligation to verify such loss of natural gas supply, at the request of Northern, including verifying that the lost natural gas supply was acquired on a firm basis, consistent with industry standards.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable. The notice must include the number of days the Rate Adjustment Election is to remain in effect and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). Verification information must be timely provided to Northern upon request. In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper has provided Northern notice of a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" and "I" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location), the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location), and where "I" (premium or discount to applicable index) is replaced with zero. If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the term of service.

356/ Continued

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 Rates set forth above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed, 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 rates set forth above, any Field Area receipt point located in MIDs 1 through 16A for delivery to Demarc or Demarc Def.-Delivery; or to any delivery point located in MIDs 8 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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

357/ For the period 11/1/2022 through 11/30/2022, 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 \$0.40/Dth for each day for any quantity received or delivered at any point not listed.

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. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Northern Natural Gas Company  
FERC Gas Tariff  
Sixth Revised Volume No. 1

Twenty Fourth Revised Sheet No. 66B.27  
Superseding  
Twenty Third Revised Sheet No. 66B.27

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Sixth Revised Volume No. 1

Twenty Sixth Revised Sheet No. 66B.28  
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Twenty Fifth Revised Sheet No. 66B.28

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Twenty Ninth Revised Sheet No. 66B.29  
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